

EXHIBIT 22



USER GUIDE

Fi iO S





WELCOME TO VERIZON FiOS. THIS IS GOING TO BE EXCITING. AND EASY.

You are about to discover the amazing power of FiOS®.

This guide will help you make the most of it.

Here you'll find everything you need. Simple, step-by-step directions. Handy tips and hints. Answers to Frequently Asked Questions. Plus a number of video demonstrations and tools we've created for you online.

We even made the guide easy to navigate with color-coded sections to ensure you quickly find just the ones you need.

It's all designed to be fast, fun and very user-friendly. To make it even easier, it's all online, just visit **verizon.com/welcome**.

So let's get started.

 **FiOS TV**

FiOS INTERNET

FiOS EQUIPMENT

**THIS IS
FiOS.
THIS IS
BIG.**

WELCOME TO FIOS TV



YOU'VE NEVER SEEN ANYTHING LIKE THIS.

You've read the reviews. Heard the buzz. And the ridiculous adjectives used to describe FiOS TV. Don't they seem a little over the top?

Only to those who haven't experienced FiOS TV for themselves.

After all, FiOS TV delivers mind-blowing picture and room-shaking sound (as some have said). Now imagine that in over 300 channels, thousands of On Demand titles and with every show and movie you record.

But it's more than about incredible TV. Groundbreaking features and extras give you more entertainment and information than you've ever had before.

Your powerful FiOS TV remote puts it all at your fingertips.

Ready to take a quantum leap? Here we go.

ALL YOU NEED TO KNOW ABOUT FiOS TV

Your Remote Control = Interactive Media Guide

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Help! Just press **Menu** on the remote and scroll down to **Help** for further assistance with any features of the remote.

Learn more at **fioshelp.verizon.com**

Your Remote Control = Digital Video Recorder

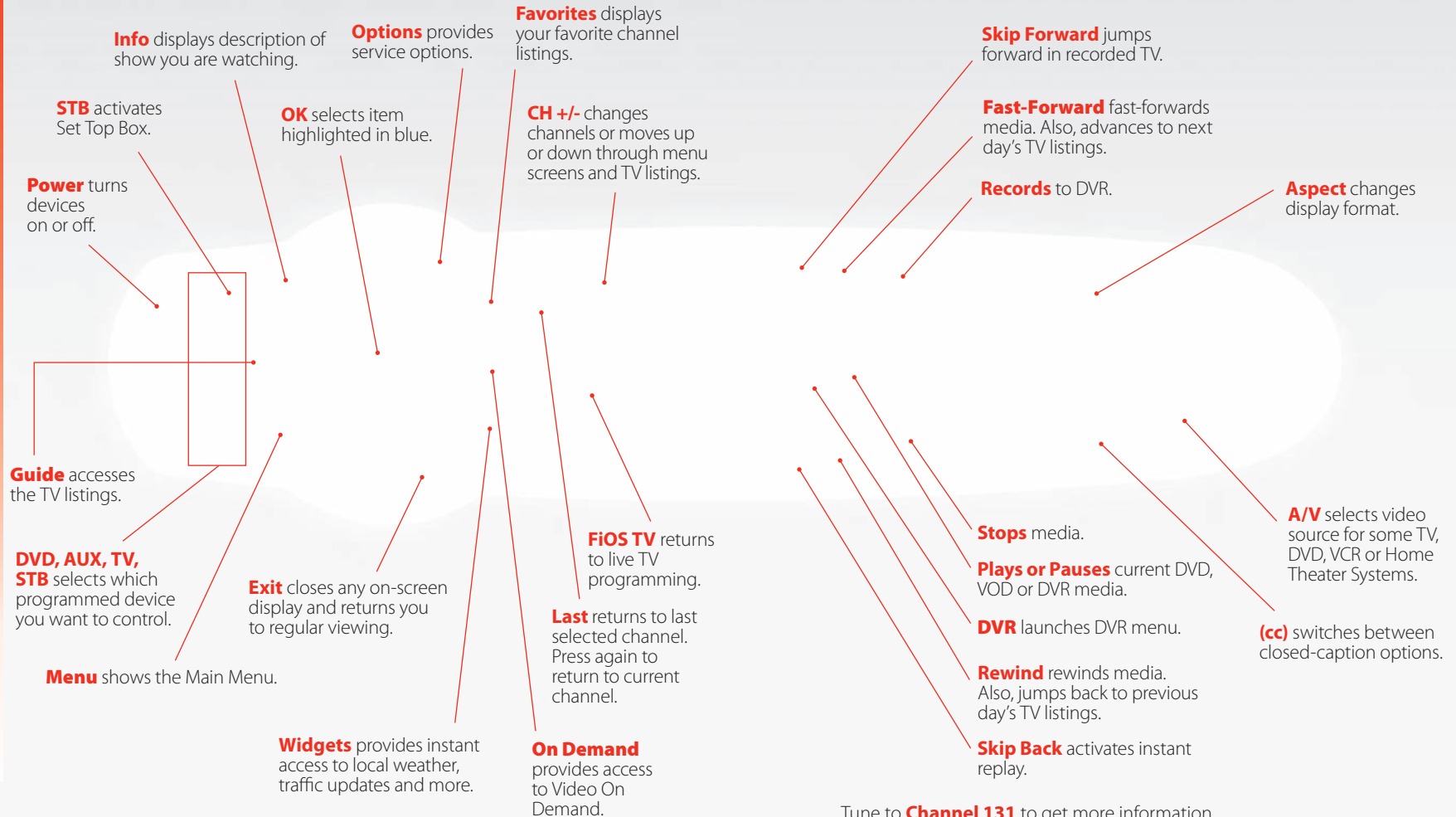
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VERIZON FiOS REMOTE — EVERYTHING YOU NEED TO DO IT ALL.






This is FiOS TV. It's so easy, all you have to do is "Press the button."
These are the buttons and what they do.



Tune to **Channel 131** to get more information.






HERE'S HOW TO SET UP YOUR FiOS REMOTE

- Turn on your TV.
- Press and hold the  button.
- While holding down the  button, press **OK**.
- Release both buttons. The Device buttons will blink twice.
- Press **9 2 2**.
- Point the remote at the TV.
- Press .
- Press . Every time you press this button, the remote sends out a new power-off command to the TV. Keep pressing the button until the TV turns off. (You can press  to go back.)
- When the TV turns off, you have found the right code. Press **OK** to store this code.



Note: For additional information on device codes, refer to the FiOS TV Remote Control User Guide that came with your remote.

Learn the basics of your remote:






Your new remote can be used to control your Set Top Box and your TV, and up to two additional devices. Here are some basic commands:

- Turn on your TV.
- Press the  button at the top of the remote to get "STB mode."
- Press the  button to see the next higher channel.
- Press **131** then **OK** to tune to Channel 131.
- Press the  button to return to the last channel.
- Press the  button to see information about the current program.
- Press the  button to see a list of TV programs.
- Press the  button to return to TV watching.
- Press the  button to launch the **FiOS TV Main Menu**.
From here you can access all the features of your FiOS TV service.
- Use the  buttons to navigate through this menu.

For your DVD Player or Audio Receiver

To program your DVD or Audio Receiver, hold down the  button or the  button and follow the instructions on the previous page for setting up your FiOS remote.

If you have a Set Top Box with a built-in DVR, you have special button functions. Here's what they do:

-  button displays your list of recorded programs
-  button is a rocker button. Press the lower half of the button to pause the program. Press the upper half of the button to continue to play from where you left off
-  button jumps back a few seconds in the program you are watching
-  button jumps forward in the recorded program you are watching
-  button records the current program

Now let's see how you can access all the remarkable features of FiOS.

Tip:

- *The remote will exit the programming mode after 20 seconds if no buttons are pressed.*

Help! Just press **Menu** on the remote and scroll down to **Help** for further assistance with any features of the remote.

YOUR REMOTE = INTERACTIVE MEDIA GUIDE

Prepare to be amazed by the power you control with your remote. Your remote is a powerful Interactive Media Guide!

Starting now, you'll have a wealth of media choices, on-screen, just by using your remote.

Take your FiOS remote in hand and command it all.

Surf, record, order movies. Discover new and convenient ways to find what you're looking for — by title, by actor, by schedule time.

Add FiOS Widgets for customized, real-time information — local weather, traffic, sports scores and more.

With your FiOS TV remote, it's easy.

Which means there's nothing to stop you from getting what you want, when you want it.

You'll see.

Learn more at **fioshelp.verizon.com**

Self-Serve Ordering

With FiOS, you can order premium packages like HBO®, Cinemax® and International channels more easily than ordering a pizza.


- No phone-ins
- No long waits
- Just tune in to the channel you want to purchase using the TV listings on the remote and press **OK**
- Then follow the simple instructions to order and watch the channel

Video On Demand

Just click on the  button or go to **Channel 900** and you'll enter a world of endless movies. Search by category, by key word or by actor. You'll see our featured titles right up front with the hottest releases and favorites. Our poster view makes for easy recognition. And if you still can't decide, just watch a preview. Then, sit back and watch your movie with FiOS quality picture and sound.


Learn more at **fioshelp.verizon.com**

Pay Per View

The latest hit shows and events such as concerts and wrestling matches are yours at the push of a button with your FiOS remote. To see what's playing and to order, press the  button on your remote and:

- Select **Pay Per View**
- Highlight a title in **Upcoming Shows**
- Press **OK**
- Follow the instructions to purchase

If you've pre-purchased a presentation, you can easily set a reminder so you don't miss a minute of it. Just go to the **Main Menu** and:

- Select the event through **Search** or with the  button
- Select **Set Reminder** on the event information screen

FiOS TV Global Search

What was the comedy with the two mismatched roommates? Or the name of the guy who played Igor? Find that movie, show, favorite actor, play or presentation in seconds. Simply use the on-screen keypad, scroll wheel or cell phone pad. Type in a keyword (or just initials, if that's all you know). Our Global Search will tear through TV DVR listings, HD VOD and Pay Per View* and give you results by:

- Category (movies, children, sports, music)
- Keyword (program title, actor, topic)
- Content type (TV listings, PPV, DVR, HDTV and VOD)

*Your search may find programming to which you are not subscribed.

Help! Just press **Menu** on the remote and scroll down to **Help** for further assistance with any features of the remote.

Marketplace

What could be more convenient than doing some shopping from the comfort of your couch? The FiOS Marketplace makes it easy. Press **Menu** on the remote and look for **Marketplace**, then browse for a product or category and access.



- Extended advertisements
- Infomercials
- Reviews of products and services
- Recently viewed videos
- Instructions on how to purchase




It's all done on-screen, available 24 hours a day and, frankly, a shopaholic's dream.

Help! Just press **Menu** on the remote and scroll down to **Help** for further assistance with any features of the remote.

Favorite Channels

You can easily create and use a list of your Favorite Channels:

- Select **Menu** on your remote
- Select **Settings** from the **Main Menu**
- Select **Favorite Channels**
- Highlight them using the  and  buttons
- Press **OK** to add or remove channels

To access your favorite channels, press the  button. Scroll using the  and  buttons and click **OK** after highlighting the channel you want to watch.

Set **Flip by Favorites** to only scroll through the channels you set as your Favorites folder.

To access Flip by Favorites:

- Go to **Settings > Favorites > Flip by Favorites**
- Select which Favorites folder you would like to use

After this, you will only be able to scroll through channels in that particular favorites folder.

Message Center

FiOS TV doesn't stand still. We're continuously making improvements. One new feature includes the Message Waiting icon in the **Messages** section in the **Main Menu**. Here you can save messages, go back and review or simply delete them. Just hit **Menu** and scroll down to **Messages**.

Parental Controls

Want to make sure your kids watch only the programming you want them to? No problem. Creating a PIN (Personal ID Number) will help you block their access to channels, ratings, programs, things you've recorded, as well as their ability to purchase. Putting it in place takes just a few minutes.

Using Your FiOS TV Remote to Learn About Parental Controls:

- Press **Menu**
- Select **Help**
- Select **Help Videos**
- Scroll across to **Most Popular** folder
- Select the **Parental Controls Video**

To create your PIN:

- Press **Menu**
- Scroll down to **Settings** on the **Main Menu**
- Select **Parental Controls**




For more information, visit verizon.com/fiosvcentral

Tips:

- You can set up two separate PINs, one to block programming, the other to block purchases for VOD, PPV, packages or premiums.
- You can temporarily disable the blocks by using the On/Off quick setting. Your settings will be saved.
- You can record shows/movies on your DVR Set Top Box using a PIN, but you'll need the PIN to play them back.

Widgets

These handy little windows can give you up-to-the-minute information in your area — weather, traffic, community events and more. Setting them up is easy:

- Press the  button on your remote to launch the **Main Menu**
- Enter your Zip Code using the remote's buttons
- Press **OK**
- Choose the Widgets you want the first time you use Widgets
- Press  button or  button to turn the Widgets on or off

Help! Just press **Menu** on the remote and scroll down to **Help** for further assistance with any features of the remote.


YOUR REMOTE = DIGITAL VIDEO RECORDER



HERE'S HOW TO RECORD LIVE TV






Recording TV Shows

To record a show that's currently playing:

- Press the  button on the remote

Got to the show late? No problem. If you start recording after the show has started, the DVR will actually record the show from the beginning. So you'll have it all.

To schedule recording of an upcoming show or series:


- Press **Menu** on your remote
- Go to **TV listings** or use **Search** to find the show
- Use the  and  buttons to highlight the show you want to record
- Press  and a green check will appear next to the show
- Press  a second time to record a series
- Press  a third time to cancel a scheduled recording

Series Manager

This smart feature ensures that all the shows are recorded, even if the show's time slot or length is changed by the broadcaster. The folder with a red dot on your screen tells you the Series Manager has been scheduled. It will enable you to:

- Record only first-run episodes
- Add extra time before and after a show
- Permanently save a show
- Rank the series you want to record

Recording Pay Per View Programs

This is an option available on some Pay Per View programs. Just press  when the Pay Per View program begins. If you'd prefer to automatically record future Pay Per View shows, choose the **Purchase** and **Record** option when you select a show. Then, enjoy it any time you'd like.

Tips:


- *Your Digital Video Recorder (DVR) is designed to record up to about 85 hours of standard-definition and 20 hours of Hi-Def TV programming.*
- *Programs recorded in Hi-Def can only be played back on remote Hi-Def Set Top Boxes.*

Control your DVR remotely — don't let it control you.

With Verizon FiOS Internet and wireless management, you can set your DVR from the office, the street or anywhere you have Internet access or a mobile device. Browse TV listings, record shows, search On Demand... all for FREE with your DVR service. To check it out and set it up, go to **verizon.com/fiosvcentral**, select **Mobile Remote DVR**, then scroll down to **Get Started Now!**

Note: Multi-Room DVR service is required. Refer to page 26 for more information.

Reviewing Scheduled Recordings

Simply press the  button on your remote or select DVR from the **Main Menu**. You'll see the list of shows you've scheduled to be recorded under **View Schedule**. If you've scheduled to record a series, choose **Series Manager** and you'll see them listed. As a helpful reminder, you'll also see how much recording time you have left.

Cancelling Scheduled Recordings

It's easy to undo what you've done. Just:

- Select **View Schedule** from the DVR menu
- Highlight the program you want to cancel
- Press **OK**
- Then press **Cancel**

Playing a Recorded Show

Here's all you have to do:

- Select **Recorded Programs** from the DVR menu
- Highlight the program you want to watch
- Press **OK**
- Then press **Play**

Deleting a Recorded Show

To delete, select **Recorded Programs** from the DVR menu. Highlight the program you want to delete and select **Remove**.

Once the recording space is full, the DVR will automatically delete the oldest shows to make room for new recordings. If there's a show you want to be sure isn't deleted, select **Recorded Programs** from the DVR menu, highlight a program you want to save, then select **Protect**.

Help! Just press **Menu** on the remote and scroll down to **Help** for further assistance with any features of the remote.


Controlling Live TV

With FiOS TV, you can control live TV in some cool new ways:


- Pause the current channel viewed
- Switch to another channel
- Go back to the previous channel
- Resume viewing the program that was previously paused

You can continuously switch between two channels, pausing, fast-forwarding and rewinding on both channels. FiOS TV lets you control live TV in the ways described below.


Pausing or Resuming Live TV

Press the  button once to freeze the action. Press **Play** to resume the show.

Rewinding Live TV




Press the  button to go back to any part of a show already stored. Then press **Play** and resume watching the show. While you're doing this, you won't miss a thing because the DVR will continue to store the show.

Fast-Forwarding Live TV


Press the  button to skip past a previously viewed portion of a live TV show. Then press **Play** to resume watching.

Help! Press **Options** or go to the **Main Menu** and select **Help** for further assistance with any features of the remote.


Watching in Slow Motion

Want to see all the detail of that car chase crash? Or catch something you missed in the background? Press  then  or  to see the action in slo-mo, frame by frame.

Instant Replay

Why should the sports broadcasters have all the fun? With FiOS TV, you can do your own instant replay. Press the  button to view the previous 10 seconds of a show you're watching live or have recorded.

Resume Watching Live TV

If you're watching a live program delayed by pausing or rewinding live TV, press the  button and you'll jump forward to the point in the show currently being broadcast.

Status Bar

Whenever you pause, fast-forward or rewind a live or recorded program, this helpful feature appears. It shows you how much of a current show is stored in memory, what point of the show you're watching now and how far behind the live broadcast you are.

HOME MEDIA DVR

Consider it the Ultimate Upgrade

With the FiOS Home Media DVR, you get a Multi-Room DVR and Media Manager in one brilliant package. It gives you more freedom than ever to enjoy everything you record. It's simple, flexible and convenient.

Multi-Room DVR


This has all the features of our standard DVR but lets you view what you've recorded in multiple rooms. With the Multi-Room DVR, you can:

- Watch what you've recorded on up to 2 additional Set Top Boxes at the same time
- Watch the same program in 3 different rooms
- Watch different programs in 3 different rooms

Accessing What You've Recorded

It's easy to spread the fun and entertainment around. After you've recorded on your Multi-Room DVR, simply:

- Choose **DVR** from the **Menu**
- Select a program using the arrow keys
- Press **OK**

You'll be able to use your normal DVR playback controls (Pause, Rewind, Fast-Forward) on your remote. When you're done watching a recorded program, just press the  button.

Learn more at fioshelp.verizon.com

Multi-Room DVR Parental Controls

Parental Controls for remote Set Top Boxes only manage live TV viewing. Parental Controls for watching recorded programs on remote Set Top Boxes are set up on the DVR by creating a PIN. A PIN must be set up for each Set Top Box.

Good to Remember

- Your Multi-Room DVR will support up to 6 additional Set Top Boxes
- Remote Set Top Boxes cannot pause or rewind live TV
- Program recordings cannot be set from remote Set Top Boxes, only from the DVR
- Two Set Top Boxes at most can access recorded content from the DVR at the same time. An error message will flash if 3 or more try. No more than 2 are allowed
- You cannot delete content from the DVR while another Set Top Box is accessing that content

Help! Press **Options** or go to the **Main Menu** and select **Help** for further assistance with any features of the remote.

MEDIA MANAGER

Make the great content stored on your PC part of the FiOS experience. With the Media Manager, you can access pictures and music. Using the Media Manager PC application you can create slide shows, music playlists and more and stream them to your DVR.

The Easy Way to Play Your Media from Your PC on Your TV

The Media Manager allows you to view slide shows and listen to music stored on your computer directly through your DVR to your TV.

Installing the Media Manager Software on Your PC

You can get it up and running in just minutes. Here's all you do:

- Go to **verizon.com/mediamanager**
- Click **Download Now!**
- Choose a download location for the **Media Manager** file
- Follow on-screen instructions to set up the **Media Manager** application
- After installation, choose the **Media Manager** application from the **Start Menu**
- Read the **Help Menu** in the application for complete instructions on how to use Media Manager

You're now ready to have the on-screen wizard scan your PC for content you want to share with your DVR.

Help! Press **Options** or go to the **Main Menu** and select **Help** for further assistance with any features of the remote.

TIP:

Download your Pictures

- Open the **Media Manager** application on your computer.
- Select the **Photo Manager** tab.
- Create a slideshow and add your photos by choosing photo files that are on your computer to the list.
- Specify if you would like the Playlist to appear on your TV or not.

Good to Remember

- You must have a Home Media DVR Set Top Box to use the Media Manager
- The Media Manager Software must be running on your PC to enable sharing with the DVR
- Media Manager only displays photos and music through the DVR, not other Set Top Box models
- The Media Manager application only supports unprotected music files. Music with copyright protection, such as online store purchases from iTunes® or Rhapsody, is not supported
- There are no Parental Controls in the Media Manager
- There is no multilingual support
- The Media Manager cannot be used on the DVR at the same time as Widgets or Video On Demand
- The Media Manager is only supported on a home network using Verizon FiOS Internet and a Verizon-supplied router

NEED HELP?

You can always find help by visiting **fioshelp.verizon.com**. Here are some Quick Tips to get the help you need.

QUICK TIP #1

How to reboot your router.

- Unplug the power cord to your router
- Plug it back into the electrical outlet and wait 30 seconds
- Always reboot your router first since it might be all that is required to correct the problem

QUICK TIP #2

How to reboot your Set Top Box.

- Just unplug the power cord from the wall outlet for 30 seconds and plug it back in
- If you still have the problem, disconnect the power cord from your router and wait a few minutes before reconnecting it

QUICK TIP #3

Where do I go for on-screen TV Help?

- For on-screen help, look at the TV Help Videos — just press **Menu** on the remote and scroll down to **Help**. Also check out **Channel 131** to see what's new!

QUICK TIP #4

How to factory reset your router.

If rebooting your router did not fix the issue, you can try a factory reset:

- Hold down the **Reset** button on the back of the router for approximately 3 to 5 seconds
- You will see the lights on the router flicker
- Once the lights come back to normal, try to connect as you normally would
- Once the lights come back to normal, try to access the Widgets button as you normally would do.

Learn more at **fioshelp.verizon.com**

FREQUENTLY ASKED QUESTIONS

There is no display on my TV. What can I do?

- Check to make sure your TV and Set Top Box are powered on. Make sure your TV has proper input settings (e.g., Video 1 or channel 3 or 4)
- Your installation technician determined the proper input or channel your TV should be tuned to when the service was installed; if those settings were changed, they must be restored
- After you have verified you are on the correct input settings on your TV, check the cable from your STB to your TV — make sure it's plugged in correctly and that it's securely fastened
- Make sure that your batteries are charged

I am seeing a blue screen. How can I remedy this?

Change your VCR's channel to 3 or 4. If changing the VCR's channel did not change your TV screen, make sure the TV is not in Video mode. Try one of the following to correct:

- Press the **Input** button
- Scroll through the options and select **TV**
- Press the **Video** button to change your TV's mode from Video to TV
- Or press the **Menu** and locate the mode for Audio/Video setup and select the **TV** option
- Make sure that your remote control batteries are charged

Help! Press **Options** or go to the **Main Menu** and select **Help** for further assistance with any features of the remote.

My remote is not working. What may be causing this?






Your remote needs a clear visual path to the sensor on the home entertainment equipment you are trying to operate. Make sure:

- There are no obstacles between you and the remote
- You are trying to use the remote from within 25 feet of the device
- You are pointing the device directly at the sensor on your entertainment device
- Make sure that your remote control batteries are charged

What if I can't power on and off my TV and Set Top Box using the remote after I have programmed it?

It may be because either your TV or Set Top Box isn't receiving the infrared signal from the remote. See which of the following describes your problem and follow the tips.



What if I want the power button to control multiple devices at once?

- Press and hold the  button
- While holding down the  button, press **OK**
- Release both buttons. The device buttons will blink twice
- Press **977**. The  button will blink twice
- One after the other, press each device button you want the  button to control in the order you want them to turn on or off
- Press **OK** when done. The  button will blink 3 times to indicate success in programming

Help! Press **Options** or go to the **Main Menu** and select **Help** for further assistance with any features of the remote.

What if the Power button on the remote doesn't always turn my TV on and off?

Try the following steps:

- Make sure the TV and Set Top Box are near each other
- Make sure nothing is blocking the front of either device
- If your TV is plugged into the power outlet on the back of the Set Top Box, try plugging your TV directly into a wall outlet
- Press the  button then the  button to control the TV alone

What if I see the message "Press MENU to watch FiOS TV, otherwise turn OFF your TV"?





- This means that your TV is on and your STB is off
- You can either **power off** the TV individually or press **MENU** on the remote to turn the STB back on
- When **MENU** is pressed, if the Set Top Box does not turn on, press **STB** on the remote, then press **MENU**

I don't see any Guide information or I'm unable to access Video On Demand. What should I do?

- Make sure your router is powered on
- If your router is on and you still don't see the Guide, try rebooting your router — to do this, refer to Quick Tip # 1 on page 28





My TV and Set Top Box still don't respond to the remote. What now?

We suggest you program your remote to turn devices connected to your FiOS TV off and on separately. Here's how to do that:

- Press and hold the  button, then press **OK**
- While holding down the  button, press **OK**
- Release both buttons. The device buttons will blink twice
- Press **9 7 7**. The  button will blink twice
- Press **OK**. The  button will blink 3 times to indicate success in programming





After doing the above, you can turn on or off the TV and the Set Top Box separately.

Point the remote at the TV and press:

-  button, then the  button, then point the remote at the Set Top Box and press the  button, then the  button

If my remote needs to be reset.

We suggest you program your remote to turn devices connected to your FiOS TV off and on separately. Here's how to do that:

- Press and hold the  button, then press **OK**
- While holding down the  button, press **OK**
- Release both buttons. The device buttons will blink twice
- Press **900**. The  button will blink twice
- Press **OK**. The  button will blink 3 times to indicate success in programming

ADDITIONAL ASSISTANCE

Verizon makes it easy to get the help you need. Just press the **Menu** button on the remote and scroll down to **Help**. Don't forget about **Channel 131** to see what's new. Or you can visit **fioshelp.verizon.com**. If you still need help, call us at 1.888.553.1555.

WELCOME TO FiOS INTERNET



WELCOME TO FiOS INTERNET. FAST HAS BEEN REDEFINED FOREVER.

From now on, you'll be measuring what you do online not in minutes, but seconds.

Today, it's all about instant gratification.

You're ready to rip through sites, movies and music at blinding speeds. Upload and download like you never have before.

Through it, FiOS blazes more information, more data, more of everything you crave online. And stuff you didn't even know you were missing.

You'll discover that with your very first click.

Log on and take off.



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Visit us online at **care.verizon.net**

VERIZON CENTRAL

The center of everything!

Verizon Central at **verizon.net** is where you go to manage your account.

*Immediately go to **My Account** and update your Email settings — it's as easy as 1, 2, 3:*

1. Log in to Verizon Central at **verizon.net/central**
2. Click on the **My Account** tab on the top toolbar
3. Scroll down to **Email Settings** and don't forget to update the **Alternate (non-Verizon) Email** address to an address that's preferred

It's the perfect gateway to all the great features of Verizon FiOS Internet. You'll get:

- Email access
- Tailor-made local information
- The latest in entertainment, gaming and more
- Quick and easy access to your account information
- Firsthand news and special offers

TRUESWITCH™

Transfer all your vital email information from your previous account to Verizon.

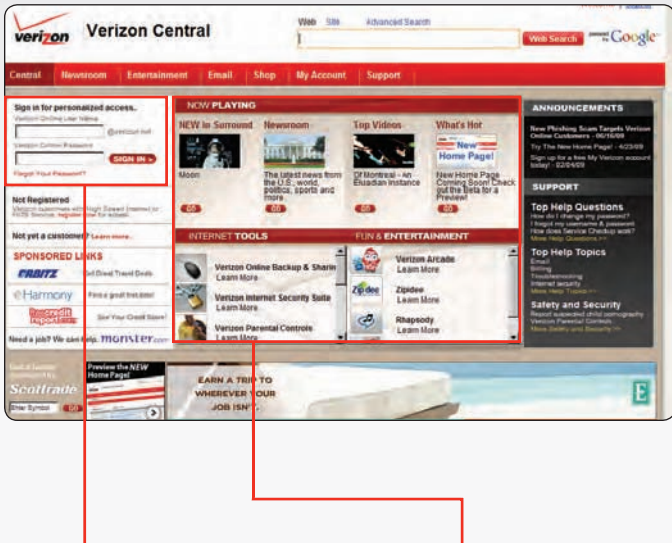
Want to set up an email account with Verizon, but don't want to lose the emails and address book you have with another provider? TrueSwitch can copy them all to your new Verizon FiOS Internet account. TrueSwitch is easy to use and supports switching from the most popular email programs.

Have a different application? You may still be able to use TrueSwitch. If you have Microsoft Outlook Express, TrueSwitch can copy to Outlook Express and then to your new Verizon FiOS Internet account. For details and to switch, visit **trueswitch.com/verizon**.

New to using the Internet?

Learn how to use the features of FiOS by choosing the **Support** tab on Verizon Central. Click **Help** and choose the support topic you need.

Verizon Central Main Page — verizon.net/central



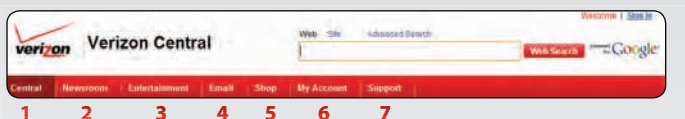
Sign in to get the latest information on your account, and content specific to Verizon FiOS subscribers.

Get the latest in fun, entertainment, news, sports and more.

A wide range of content providers, such as Rhapsody®, Disney Connection® and more, are available for a low additional fee. Please see the Special Offers brochure for more information on these services.

Help! is always available at **care.verizon.net**

Verizon Central Toolbar



1. Verizon Central Home Page

Here you can view all Verizon FiOS services at a glance. Your actual page and toolbar will vary based on the online service provider you've chosen and whether you've signed in to your account.

2. Newsroom

Customize this section to get the latest news, weather and sports of your choice, follow your favorite celebrities on video and more.

3. Entertainment

VerizonSurround.com is your cutting-edge source for chart-busting tunes, movie trailers, sports highlights, games for the whole family and ad-free kid videos. Plus, special premium offerings like ESPN360.com, Disney Connection and NFL Network Game Extra are yours FREE.

4. Email

Get a massive 4 GB of email storage for you and your family and a state-of-the-art Webmail interface. Access them from any Internet-based PC or Internet-ready smart phone, like the BlackBerry Storm™.

5. Shop

This is your place to browse and purchase movies, music, videos, games and special merchandise. Check here often for special offers available only to FiOS subscribers.

6. My Account

Review your Verizon Online account, including billing details, personal settings, plus your username and password. Do not forget to record your username, password and email address in the Quick Reference Guide.

7. Support

Come here when you need help or something's not working right. We'll give you troubleshooting tips, tutorial videos, even show you how to check your connection speeds.

ACCESSING YOUR EMAIL

Verizon Online Email is included with your FiOS Internet service and includes 9 email accounts. All you need to get started is your Verizon Online username and password. Your email username and password are the same ones that you chose when you set up your Verizon FiOS Internet service. If you don't remember them:

- Go to **verizon.net/central**
- Look for "I forgot my username & password" under the **Support** section and look for **Top Help Questions**

How do I access my email?

You have a few ways to access your Verizon Online Email messages:

- Log on to **webmail.verizon.net**
- Through downloaded software on your PC such as Microsoft® Outlook® Express

Verizon.net Mail on the Go:

- Through the Mobile Email application available with qualifying Verizon Wireless handsets
- Through the BlackBerry™ Smartphones using BlackBerry Internet services
- Through any mobile-phone browser by visiting **m.verizon.net**

MY EMAIL ACCOUNT SETTINGS

To manage your @verizon.net Email Settings, click on the **My Account** section of Verizon Central. Here's where you can control it all!

- Change your email password
- Create more email addresses for the family
- Forward your email to another address

Help! is always available at **care.verizon.net**

The screenshot shows the Verizon My Account page. On the left, there's a navigation menu with categories like Account Settings, Service Checkup, Verizon Parental Controls, Billing, Safety & Security, and Featured Tool. The main content area is titled 'Primary Account' and contains sections for User Information, Personal, Current Plan, Online Experience, Broadband Extra, Other Available Plan, Email Settings, and Verizon Broadband Preferences. On the right, there are sections for 'TOP BY ACCOUNT QUESTIONS', 'TUTORIALS', and 'TROUBLESHOOTING'. Seven red lines with numbers 1 through 7 point to specific settings in the Email Settings section: 1. Email Alias, 2. Vacation Reply, 3. Email Forwarding, 4. Spam Detector, 5. Verizon Broadband Preferences, 6. Alternate (non-Verizon) Email, and 7. Email Storage.

1. **Email Alias:** Personalize your email address with any name or nickname
2. **Vacation Reply:** Have an automatic reply sent while you're away
3. **Email Forwarding:** Automatically send incoming email to another address
4. **Spam Detector:** Set controls to filter or delete junk email
5. **Verizon Broadband Preferences:** Tell us whether or not you'd like to receive special offers from Verizon
6. **Alternate (non-Verizon) Email:** Add the **preferred** email address you like
7. **Email Storage:** Safely save up to 250 MB of email

EMAIL WITH MICROSOFT® OUTLOOK® EXPRESS

You can email using Microsoft Outlook Express, which comes installed in most home computers. When your Verizon FiOS Internet was installed, your Outlook Express was automatically set up for you to access your **verizon.net** email.

How to use Microsoft Outlook Express or other email software to access your account.

1. Log on to Verizon Central at **verizon.net/central**
2. Select **Email**
3. Select **Setup & Use**

CREATE ADDITIONAL EMAIL ADDRESSES

To create additional addresses for family and friends, all you need to do is set up Sub-Accounts. They're secondary email accounts associated with your main Verizon Online Email account.

How to set up a Sub-Account.

Using Verizon Central Mail

1. Go to Verizon Central at **verizon.net/central**
2. Select **My Account**
3. Select **Add Sub-Accounts** or **Create New Sub-Account**

Using Microsoft Outlook Express

1. Select **Accounts** from the Tools Menu
2. Use the **Set up Sub-Accounts** tool
3. Create identities within Outlook Express

CHOOSE YOUR EXPERIENCE

Online Provider

Verizon has teamed up with the world's top Internet brands to deliver a richer, more personalized Internet experience. Once you register, you'll be able to reap the benefits of combining a superior, high-speed broadband connection with the latest software, exclusive content and premium services. Visit **verizon.com/fioschoices** to see your choices.

If you didn't make a selection during registration, you can do so at any time. Just click on the **My Account** tab at Verizon Central (**verizon.net/central**) and scroll down until you see the **My Plan** section. From there, click on **Online Experience** to make your selection.

HOME NETWORK CONNECTIONS

As part of your Verizon FiOS service, you received a router. Your router lets you create a home network, so that multiple computers can be online at the same time. This can be done on either a wired or a wireless connection.

Adding an additional laptop to a wired network:

1. Connect one end of an Ethernet cable (an Ethernet cable looks similar to a regular phone jack, but is slightly larger) to the back of your computer and the other end to the **Yellow** port on the back of your router (tip — make sure it's in the **Yellow** port)
2. Once connected, wait 60 seconds — now you're ready to open up your Internet connection

Adding an additional laptop to a wireless network:

1. Turn laptop on. Click on the **Start** button (located in the left-hand corner of the screen). Click on **Settings > Control Panel > Network Connections**
2. In Network Connections, look under **LAN or High Speed Internet** to find the icon which represents your wireless connection
3. Right click **Wireless Network Connection** and enter **View Available Wireless Networks**
4. Look for the 5-digit SSID and WEP Key information for your router
Note: This is located on the back of your router and on the Quick Reference Guide
5. Find the matching SSID and click **Connect**
6. The application will ask you to enter a network key — enter the WEP key information from the back of your router
Note: If asked, select Bit count as 64 bits. For options on bit counts, review the Quick Reference Guide.

Help! is always available at **care.verizon.net**

Connecting your laptop to your wireless network:

1. Verify that your wireless signal is turned on. Some wireless laptops have a physical button that enables and disables the wireless networking card.
2. Verify that you have sufficient signal strength to connect to your router. You may need to move your computer or other devices closer to the router in order to connect.
3. Follow these steps to verify that you are connected to your 5-digit SSID and not another wireless signal.
 - Go to **Start > Settings > Control Panel > Network Connections**
 - Look under **LAN or High Speed Internet** to find an icon which represents your wireless connection
 - If your wireless network connection shows **Disabled**, right click the icon and select **Enable**
 - If your wireless connection shows **Not Connected**, right click **Wireless Network Connection** and select **View Available Wireless Networks**
 - Find the matching SSID and click **Connect**
 - The application will ask you to enter a network key — enter the WEP key information from the back of your router
Note: If asked, enter Bit count as 64 bits. For options on bit counts, review the Quick Reference Guide.

SUPPORT

NEED HELP?

You can always find help by clicking on the Verizon Help and Support icon on your desktop. Just visit **care.verizon.net**.

QUICK TIP #1

Having issues connecting to the Internet or setting up a wireless connection? Let the FiOS Connection Wizard help diagnose and fix it all.

- Look for the Verizon FiOS Connection Wizard icon on your desktop
- If it's not there, just go to **verizon.com/connect** to download

QUICK TIP #2

How to reboot your router

- Unplug the power cord to your router
- Plug it back into the electrical outlet and wait 30 seconds
- Always reboot your router first since it might be all that is required to correct the problem

Note: Any settings you may have changed to the router will be lost.

QUICK TIP #3

How to factory reset your router.

If rebooting your router did not fix the issues, you can try a factory reset:

- Hold down the **Reset** button on the back of the router for approximately 3 to 5 seconds
- You will see the lights on the router flicker
- Once the lights come back to normal, try to access the Internet as you normally would do

FREQUENTLY ASKED QUESTIONS

My computer occasionally loses its connection to the Internet. How can I fix it?

- Check the Coaxial or Ethernet connections between your computer and router
- Check the connections between your router and wall jack
- Make sure your router power cord is properly plugged in
- Disconnect your power cord, wait a few minutes, then plug it in again
- If you have a wireless connection, make sure there is no interference (2.4 GHz phones, microwaves, fluorescent lights) between your computer and router
- Try moving your computer closer to the router for a stronger signal

I forgot my Verizon Online username and password. What should I do?

Go to **verizon.net/central** and look for "I forgot my username & password" under the **Support, Top Help Questions** section

My service seems slow. What can I do?

- Clear your temporary Internet files by clearing the cache on your browser. Here's how to do it for Microsoft Internet Explorer:
 1. Select **Tools**
 2. Select **Internet Options**, **Delete Files**, click **OK** in the **Delete Files** box
 3. Click **OK** to close the Internet Options window
- Reboot your computer. You can do this by unplugging its power cord for a few minutes and then plugging it in again
- Make sure your anti-virus software is running and that it has the most recent updates
- To optimize your computer settings, go to **verizon.net/optimizesettings** and follow the prompts

How do I configure FiOS on an additional PC?

- On the computer on which you want to install FiOS, close or exit all software programs, including any firewall software
- Go to **activatemyfios.verizon.net**
- Follow the on-screen prompts

I'm having trouble installing Verizon FiOS Online software. What should I do?

- Make sure you have closed or exited all programs
- Temporarily disable anti-virus or fax software

Why can't I send or receive email. How can I fix it?

- Double check the email address to make sure that you have typed it correctly
- Check to see if you have an Internet connection by opening a Web page
- When you know that you have an active Internet connection, check your email software setup. The outgoing (SMTP) server should be set to outgoing.verizon.net. If this server address is correct, verify that your @verizon.net address is configured as your From address
- The incoming POP3 server should be set to incoming.verizon.net
- Verify that your username and password are entered correctly in your email software

Do I have a wireless home network?

Here are some tips you should consider to get the most out of your network:

- Place your wireless router at least 10 feet from cordless phones or microwaves to avoid potential interference
- If you have thick/dense walls or your network needs to span a large physical distance, place the wireless router as high as possible and to the center of your home
- If you want to access your service outside, place the wireless router near a window
- Keep the wireless router away from any large metal objects, as these will hinder its range
- Use the same operating system, such as Windows XP, on all computers connected to your home network. Newer versions of Windows are designed with features and setup wizards specifically for home networking

ADDITIONAL ASSISTANCE

Verizon makes it easy to get the help you need. Just click on the **Help and Support** icon on your desktop, or go to **fioshelp.verizon.com**.

Still need help? Call us at 1.888.553.1555.

FIOS EQUIPMENT



THE BRAINS AND POWER BEHIND FiOS

This equipment helps direct and keep FiOS working continuously in your home. Here we'll explain what it does, and what you need to do to ensure it operates at its best.

FiOS EQUIPMENT

Optical Network Terminal (ONT)

Think of this as a kind of electronic translator. Verizon FiOS sends signals over our state-of-the-art network using laser-generated pulses of light. The ONT, installed either outside or inside your home, converts those pulses into electric signals.

ONT Power Supply Unit (OPSU)

This unit connects the ONT directly to a 3-pronged grounded electrical outlet in your home or garage. The OPSU's green indicator light tells you it's receiving power. Make sure it's plugged in at all times and that the green light is on. The ONT requires very little power to operate. In fact, it's as little as what it would take to operate a couple of night lights.

Battery Backup Unit (BBU)

In case the OPSU is accidentally unplugged or there's a commercial power failure, the BBU is here to help. It will give you power for voice service (not Internet or TV) for up to 8 hours. It's installed in a location in your home or garage where you can easily monitor it. Its audible alarms and indicator lights tell you whether your service is being powered by your home's electricity or the battery.

Good to remember:

- When your BBU needs to be replaced, you can purchase a battery at most major electronic outlets and home improvement stores

Note: The Verizon-supplied battery is designed specifically for use with the Verizon FiOS Network. Use of a battery other than a 12-Volt 7.2 Ah SLA Sealed Lead Acid battery is not recommended since other battery types may impact the performance of your FiOS services. Verizon is not responsible for damages which result from use of an improper battery.

- Batteries need to be disposed of properly. Visit epa.gov/osw or call the EPA at 202.272.0167 for instructions

BBU INDICATOR SIGNALS

These are the sights and sounds you should know.

Lights:

System Status:

Green — normal operation
Blinking Green — system fault

Battery Power:

Red — ONT is operating off battery power; no AC power available
Blinking Red — low battery power

Replace Battery:

Red — battery needs to be replaced

Auxiliary Power:

Green — auxiliary power available
Red — auxiliary power not available

Buttons:

Alarm Silence:

Press to silence audible alarm

Battery Emergency Use:

Press once to reboot ONT and get up to 1 hour of battery life for phone calls. All remaining battery life will be used.

Note: If your model does not appear, go to [verizon.net/fiosequipment](https://www.verizon.net/fiosequipment).

BBU AUDIBLE ALARMS

If there's a problem with your BBU, an alarm will sound for 2 seconds and be silent for 58 seconds. This will be repeated until you press the Alarm Silence button. Once you do, be sure to check the lights on the BBU to find the issue. Below are two of the most common reasons for the alarm to sound — and how you'll know:

Low Battery — the alarm is silenced after electrical power returns, the battery is fully discharged or removed from the BBU.

Replace Battery — the alarm is silenced when the battery is removed.

VERIZON FiOS ROUTER

This unit enables more than one computer in your home to be online at the same time. It's been designed specifically to work with the FiOS network. Using routers not supplied by Verizon may impact the performance of your FiOS services.

Your Router comes with diagnostic software that can help you troubleshoot and correct problems with your FiOS service.

Voice service for FiOS customers is provisioned over fiber. Power for services provided on the Verizon FiOS network must be supplied by the customer. A battery unit will supply backup power for standard voice service (but not other Voice Over IP services), including E-911, for up to eight hours. The customer is responsible for periodically replacing the battery. Certain telephones, answering machines and other telephone equipment not meeting industry standards may not work with service provided on the Verizon FiOS network. All Rights Reserved. ©2009 Verizon.



THIS IS
FiOS.
THIS IS
BIG.



BILL EXPLANATION



UNDERSTANDING YOUR VERIZON FiOS[®] BILL.

This “Quick Bill Summary” provides you with the most important billing information at a glance:


- Your new charges by category of service
- The total amount due, which includes the new amount and any charges past due
- Taxes, Fees and Other Charges
- Bundle charges and charges outside of the bundle by Voice, TV and Internet
- The date your payment is due
- Payments and adjustments, if necessary

On your first bill, there is a line item called “Bundle: Partial Month” charges. “Bundle: Partial Month” charges are for the first days of your new service until your regular monthly billing cycle begins, or for services you add in the middle of your billing cycle.

If your Verizon FiOS service is billed to your credit card, you will see a single line item charge on your credit card bill for the total amount.

To view your complete bill online, visit **myverizon.com**.

At the top are your Phone Number, Account Number and Billing Date. This is the date your bill was created. This day of the month will be the same for each billing cycle.



Manage Your Account
My Account at verizon.com/billview

Phone Number
123-456-7890

Account Number
12 3456 7891012345 78

Billing Date
3/13/2009

Quick Bill Summary for

JOHN CUSTOMER

Verizon News

Enjoy your Triple Freedom Bundle!
Thank you for purchasing a Triple Freedom Bundle. We hope you enjoy the services. The bundle price excludes taxes, fees and any products outside the bundle.

Simplify with My Verizon.
With a click of a button, pay your bill, get customer support, access to voice mail and email. Sign in or register now at myverizon.com, and you'll save time when you link all your Verizon accounts, for easy online access to all your Verizon services, 24/7.

Get More, Save More.
At Verizon, we want to make sure you're getting the best services at the best value — from phone and Internet, to TV and money-saving bundles. Call 1.888.652.8111 today — together, we'll evaluate your current services and find ways to save you even more.

Previous Balance	\$68.78
Payments Received	-\$68.78
Balance Forward	\$.00
New Charges	
FIOS Triple Freedom (See pg 3)	\$109.99
Bundle: Partial Month	\$32.05
Voice Additional Services	-\$3.90
TV Additional Services	\$8.19
Internet Additional Services	11.66
Taxes, Fees & Other Charges	\$28.36
Total New Charges Due by April 7, 2009	\$186.35
Total Amount Due by April 7, 2009	\$186.35

Verizon bills in advance for most services.

This bill includes prorated charges for your first partial month of service and any applicable activation fees. It also includes charges for your next full month of services billed in advance.

Triple Freedom: Verizon Triple FreedomSM charges for TV, Internet and Voice (phone) services for the time period of your current bill date to the end of your bill cycle. Verizon bills you one month in advance for your services.

Partial Month: These charges are for the number of days you had your bundle until your full month charges started. Partial-month charges only occur on your first bill, or when you have added/changed a service in the middle of your billing cycle.

Additional Services: Items you purchased separately from bundle packages, such as Set Top Boxes for your televisions, Inside Wire Maintenance for your phone or Premium Technical Support for your Internet.

Taxes, Fees & Other Charges: This section of the bill includes all applicable taxes, surcharges, FCC charges, video franchise fees for your area and any late payment fees or returned payment fees.

Total Amount Due: Here is your total amount due, and the date your payment is due. It's where you will also see any charges that may be past due.



FOR ALL THINGS VERIZON, WHY GO ANYWHERE ELSE? **MYVERIZON.COM**

Myverizon.com is the one place where you can control all of your FiOS services and go paperless. You can:

- Update your **Preferred** Email Address or Settings
- Order Pay Per View
- Get help and support
- Set up your DVR
- Check your voice mail
- Modify your services
- View phone call details
- Request repair services
- Pay bills and view payment history



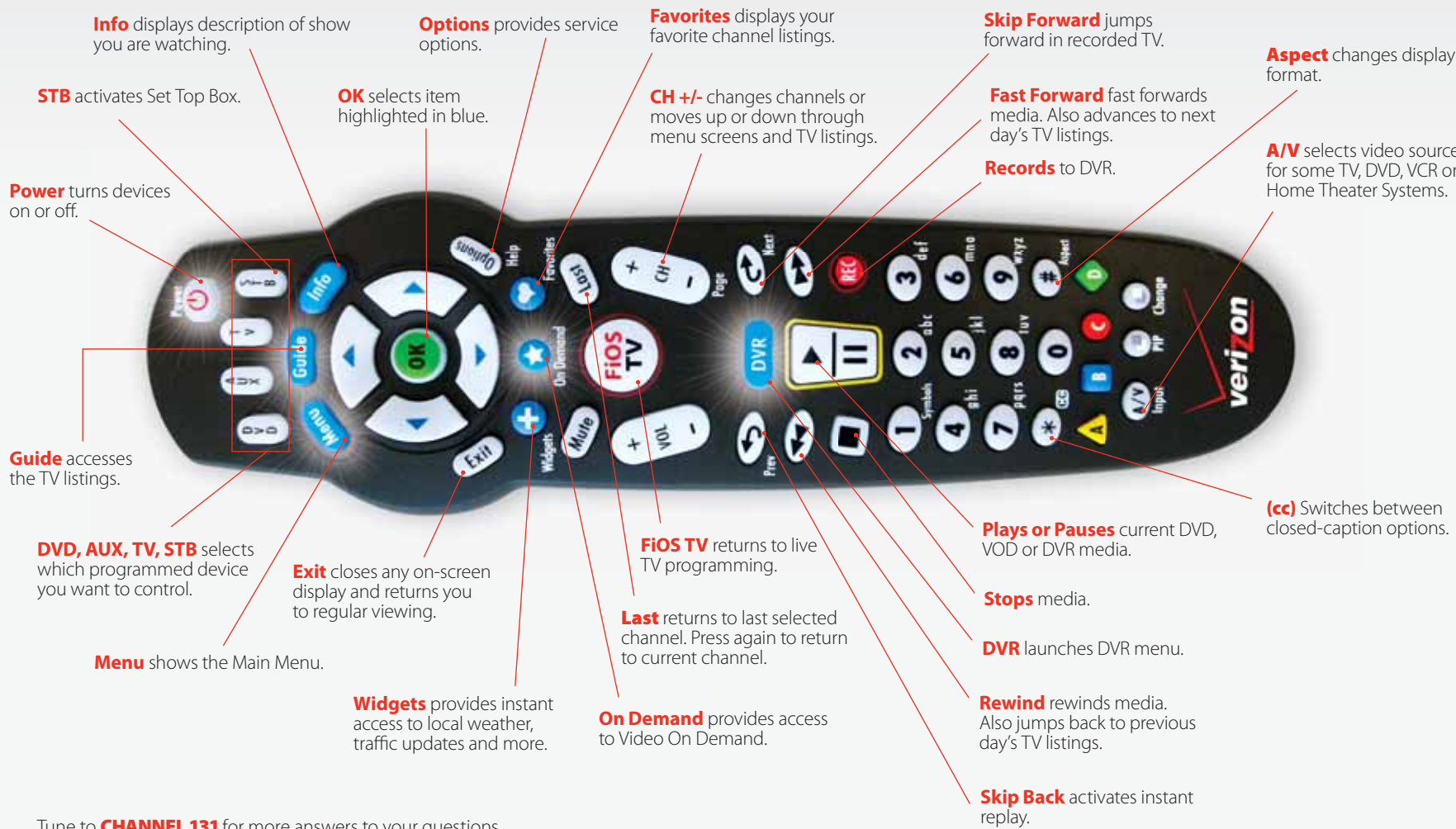
Register today at myverizon.com

**THIS IS
FiOS.
THIS IS
BIG.**

B:20"
T:19.75"




Verizon FiOS remote — everything you need to do it all.

This is FiOS TV. It's so easy, all you have to do is "Press the button." These are the buttons and what they do.



Tune to **CHANNEL 131** for more answers to your questions.

Here's how to set up your FiOS remote:

1. Turn on your TV.
2. Press and hold the **TV** button.
3. While holding down the **TV** button, press **OK**.
4. Release both buttons. The Device Buttons will blink twice.
5. Press **9 2 2**.
6. Point the remote at the TV.
7. Press .
8. Press . Every time you press this button, the remote sends out a new power-off command to the TV. Keep pressing the button until the TV turns off. (You can press  to go back.)
9. When the TV turns off, you have found the right code. Press **OK** to store this code.

For additional information on device codes, refer to the FiOS TV Remote Control User Guide that came with your remote.

If you have a DVR:

If you have a Set Top Box with a built-in DVR, you have special button functions. Here's what they do:

- **DVR** button displays your list of recorded programs.
- **Pause** button is a rocker button. Press the lower half of the button to pause the program. Press the upper half of the button to continue to play from where you left off.
- **Skip back** button jumps back a few seconds in the program you are watching.

- **Skip forward** button jumps forward in the recorded program you are watching.
- **Record** button records the current program.

Getting help:

Whenever you have questions or need help with your FiOS TV service, we make it easy to get answers.

- For Help videos, press **Menu** on the remote and scroll down to **Help**

OR

- Check out **Channel 131** for more answers to your questions

OR

- Visit us online at **verizon.com/fiostvcentral**

OR

- Look through the **FiOS User Guide**

Tune to **CHANNEL 131** for more answers to your questions.

90019_ICF_2009_WK_AtAGlance_Bro.indd 2

8/3/09 2:01:53 PM

DEPT.	SIGN OFF	DATE
Proof Reader:		
Art Director:		
Copy Writer:		
Production:		
Account Exec.:		
Traffic Mgr.:		
Studio QC:		
Spell Check:		

Job #: ICF90019
Client: Verizon
Job Name: At A Glance Brochure
Studio Artist: mforonda
Proof #: 12_Release

LH: RELEASED
Save Date: 8-3-2009 1:59 PM
Previous User: ipgna\robert.conway
Document Path: Macintosh HD
1:Users:monica.De...019_ICF_2009_WK_AtA-Glance_Bro.indd

Cyan
Magenta
Yellow
Black
Tower 2 Black
MFX - Base
Silver
PMS 1795 C

ICF90019 2009 WK At A Glance Brochure (Inside)

outside of Verizon and its affiliates, vendors and business partners, it will provide our subscribers with notice and an opportunity to prohibit or limit such disclosure.

How does Verizon protect personally identifiable information?

We follow industry-standard practices to prevent unauthorized access to personally identifiable information by a person other than the subscriber or us. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information.

How long does Verizon maintain personally identifiable information?

Verizon will maintain personally identifiable information about our subscribers no longer than necessary for the purpose for which it was collected or as required by law. This means we may also maintain this information for a period of time after they are no longer subscribers if it is necessary for business, legal, or tax purposes. We will destroy the information if we have no pending requests, orders, or court orders for access to this personally identifiable information, after we determine that it is no longer necessary for the purposes for which it was collected and in compliance with any local requirements.

Where and when can I see my personally identifiable information?

If you would like to see your personally identifiable information, please send us a written request to the correspondence address listed in the "Contact Us" section of your bill. We will be glad to arrange a convenient time and location during regular business hours for you to see the information upon furnishing proper identification. You will only be permitted to examine records that contain personally identifiable information about you and no one else. If you believe any of your personally identifiable information is inaccurate, we will work with you to ensure that the appropriate corrections are made. Verizon reserves the right to charge you for the cost of photocopying any documents that you request.

What can I do if I think my privacy rights have been violated?

Verizon takes your privacy rights very seriously. If you believe that your privacy rights have been violated, please contact us immediately. We will take immediate steps to address your concerns. If you believe that you have been aggrieved as a result of our violation of the Cable Act, you may enforce the limitations imposed on us by the Cable Act through a civil lawsuit seeking damages, attorney's fees, and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws as well.

Does this notice apply to Verizon's FiOS Internet service, voice or wireless service?

If you are a subscriber to Verizon FiOS Internet service, a description of our privacy practices may be found at [verizon.net/policies/privacy.asp](http://www.verizon.net/policies/privacy.asp). If you are a subscriber to Verizon's voice service, our privacy practices are described in Verizon's Privacy and CPNI Policies for Voice Services available at <http://www22.verizon.com/about/privacy/customer/>. If you are a Verizon Wireless subscriber, a description of Verizon Wireless privacy practices and CPNI policies can be found at [verizonwireless.com/privacy](http://www.verizonwireless.com/privacy).

Will Verizon notify me if it changes this notice?

As required by the Cable Act, we will provide you with a copy of our subscriber privacy notice on an annual basis. We may modify this notice at any time. We will notify you of any material changes through written, electronic, or other means as permitted by law. You may cancel your service at any time if you do not agree to any change. By continuing to use the service after a change is in effect, you accept the change and agree to abide by it.

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CCF90003-TVPN
January 2009

VERIZON FiOS® TV PRIVACY NOTICE

Verizon respects your right to privacy. In addition to our compliance with laws and regulations designed to protect your privacy, we adhere to a set of General Privacy Principles (available at [verizon.com/privacy](http://www.verizon.com/privacy)) that provide the basic foundation for all of our privacy practices and policies.

Why is Verizon providing this notice to me?

As a subscriber to Verizon's FiOS TV cable service and other FiOS TV services provided over Verizon's facilities that are used to provide cable service ("other services"), we are providing this notice to help you understand our privacy practices and your rights under Section 631 of the Cable Communications Policy Act of 1984 (the "Cable Act"). Under the Cable Act, you are entitled to know:

- the nature of the personally identifiable information we collect
- how we may use this personally identifiable information
- under what conditions and circumstances we may disclose personally identifiable information and to whom
- how long we maintain personally identifiable information
- how you may obtain access to your personally identifiable information
- our rights under the Cable Act concerning the collection and disclosure of personally identifiable information and your right to enforce limitations provided by federal law

In this notice, when we use the terms "Verizon," "we," "us," or "our," we are referring to the Verizon company or companies that are providing FiOS TV service to you.

What is personally identifiable information?

Personally identifiable information is information that identifies a particular person. It does not include aggregate data that does not identify a particular person. This notice applies to the personally identifiable information that you have furnished to us or that we have collected using the FiOS TV cable system when we provide FiOS TV or other services to you.

What kind of personally identifiable information does Verizon collect?

Under the Cable Act, unless a subscriber consents, Verizon is only permitted to use the FiOS TV cable system to collect personally identifiable information necessary to render our FiOS TV cable service or other services or to detect unauthorized reception of cable communications. The Cable Act prohibits us from using our cable system to collect personally identifiable information about any subscriber for any other purpose without the subscriber's prior written or electronic consent.

The personally identifiable information we collect typically includes name, address, telephone number, driver's license number, Social Security Number, and credit card or bank account number. We also collect other information, which may not be personally identifiable, to enable us to provide our subscribers with quality service. This may include billing, payment and deposit history, service and credit records, past correspondence with subscribers, the services subscribed to and subscriber service preferences, the purchases subscribers make over the system, and the types and number of devices subscribers use to connect to the cable system (e.g., televisions, Set Top Boxes).

Additionally, if a subscriber rents his or her residence, we may have a record of whether landlord permission was required to install our cable service facilities as well as the

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Job #: CCF90003
Client: Verizon
Job Name: FiOS Privacy Notice
Studio Artist: Scott
Proof #: 1-release

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landlord’s name and contact information. We may also maintain research records containing information obtained through voluntary subscriber interviews or surveys.

When a subscriber uses or interacts with our FiOS TV cable service or equipment, our FiOS TV system automatically collects certain information on the use of the service and equipment. Most of this information is anonymous and/or aggregated and not personally identifiable and is used, for example, to execute commands made using the remote control or Set Top Box. This may include information required to change the television channel, review listings in the Interactive Media Guide, and pause or fast-forward through certain programs, among other information. It may also include other information such as the specific service features used and the amount of time spent using them. However, in order to carry out a request to watch a pay-per-view program or Video On Demand, for example, the FiOS TV cable system may collect certain personally identifiable information, such as a subscriber’s account information, in addition to the product or service purchased, so that the subscriber may be properly billed for the program.

How does Verizon use personally identifiable information?

Verizon uses personally identifiable information in order to provide the highest quality FiOS TV service and other services to our subscribers, and to help us detect theft of service. This means maintaining good business records for a number of business activities, including, but not limited to, records needed:

- to ensure that subscribers are receiving the services ordered
- to allow us and our affiliates, vendors and agents to properly maintain those services and to make improvements or upgrades when necessary
- to confirm that subscribers are being properly billed
- to inform subscribers of new products or services that may be of interest to subscribers
- to allow us to understand the use of, and identify improvements to, our services
- to prevent fraud, including the unauthorized use of our service
- to ensure our own compliance with the law

The FiOS TV cable system may also collect anonymous and/or aggregated information using Set Top Boxes and other equipment when providing FiOS TV cable service or other services to subscribers. We use this anonymous and/or aggregated information to improve our services and to improve the content that subscribers receive (for example, to determine which programs and channels are most popular, to measure viewership of commercials and to understand how the Interactive Media Guide is being used). We may also use anonymous and/or aggregated information to make programming and advertising more relevant to our subscribers. Anonymous or aggregated information is not personally identifiable, is not connected or associated with any particular subscriber, and our collection, use and disclosure of anonymous or aggregate information varies in accordance with our business needs and activities.

Does Verizon disclose personally identifiable information to others?

Verizon considers the personally identifiable information contained in our business records to be confidential. We are, however, authorized under the Cable Act to disclose personally identifiable information if the disclosure is necessary to provide or conduct a legitimate business activity related to the FiOS TV service or other services provided over our facilities or as required by law or legal process.

Our disclosure of personally identifiable information to other parties (such as our affiliates, vendors, and agents) will depend on whether it is necessary to conduct a legitimate business activity related to the FiOS TV service or other services rendered to our subscribers. For example, we may engage such parties to assist us in billing and collections, administration, surveys, marketing, service delivery and customization, maintenance and operations, and fraud prevention. We may also disclose personally identifiable information about our subscribers to outside auditors and regulators as permitted by law. We may also disclose information in anonymous and/or aggregate formats, such as ratings surveys and service usage and other statistical reports, which do not personally identify particular subscribers, a subscriber’s particular viewing habits, or any transaction a subscriber has made over our system. We may provide certain anonymous and/or aggregate information to third parties such as audience measurement firms in connection with various business needs and activities, who may combine it with other anonymous and/or aggregated demographic information (such as census data) to provide audience analysis information. We use this information to improve our services and make programming and advertising decisions.

If we (or our parent company) enter into a merger, acquisition, or sale of all or a portion of our assets, subscribers’ personally identifiable information will, in most instances, be transferred as part of the transaction.

When is Verizon required to disclose personally identifiable information by law?

We make every reasonable effort to protect our subscribers’ privacy as described in this notice; however, we may be required by law to disclose personally identifiable information about a subscriber without his or her consent and without notice in order to comply with a valid legal process such as a subpoena, court order, or search warrant.

The Cable Act requires that we disclose personally identifiable information (including the selection of video programming) to a third party or governmental entity in response to a court order. In the event the court order is sought by a nongovernmental entity, we are required to notify our subscriber of the court order. If the court order is sought by a governmental entity, the Cable Act requires that the subscriber be afforded the opportunity to appear and contest any claims made in support of the court order sought. We may also be required by federal law to disclose certain subscriber record information (but not records revealing the selection of video programming) to comply with valid legal process, such as warrants, court orders or subpoenas without any subscriber notice or consent to such disclosure.

Additionally, we may also use or disclose personally identifiable information about our subscribers without subscriber consent to protect our customers, employees, or property, in emergency situations, and to enforce our rights under our terms of service and policies, in court or elsewhere.

Can I limit or prohibit Verizon’s use of my personally identifiable information?

You may contact Verizon at the Ordering/Billing number referenced on your bill to ask us to put you on our “Do Not Call,” “Do Not E-mail” or “Do Not Mail” lists so that you do not receive marketing or promotional telephone calls, e-mail, or mail from us or our agents.

The Cable Act permits cable operators to disclose subscriber name and address information to other parties, but only after providing subscribers with the opportunity to limit or prohibit such disclosure. It is Verizon’s policy not to disclose any personally identifiable information about our subscribers to others outside of Verizon and its affiliates, vendors and business partners unless our subscribers provide prior consent or we are required to do so by law. Before Verizon ever makes such mailing lists available to others

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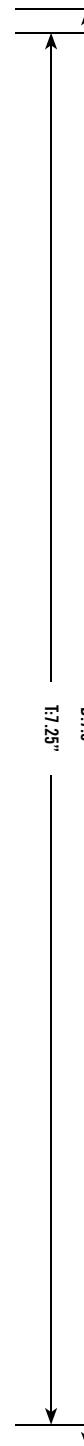
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Job #: CCF90003
Client: Verizon
Job Name: FiOS Privacy Notice
Studio Artist: Scott
Proof #: 1-release

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Job #: 90008_CCF
Client: Verizon
Job Name: FiOS Welcome Kit Sticker
Studio Artist: HVV
Proof #: 2-release

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YOUR VERIZON FiOS QUICK REFERENCE GUIDE



FiOS® Order Reference Number: _____

Customer Account Number: _____

VOICE MAIL

Voice Mail Access Number: _____

Temporary Passcode*: _____

*Temporary passcode is usually the last 4 digits of the telephone number.
However, in some areas, it can be the 7-digit telephone number.

FiOS INTERNET EMAIL ACCOUNT

Email Address: _____

Email Password: _____

FiOS INTERNET ROUTER

Router IP: **192.168.1.1** _____

User Name: **admin** _____

Router Location: _____

Password: _____

SSID:** _____

WEP Key:** _____

64 Bit/10 Character ☐ 128 Bit/26 Character ☐

FiOS INTERNET SERVICE

10M/2M ☐ 20M/5M ☐ 20M/20M ☐ 30M/5M ☐ 50M/20M ☐ Other ☐

SPEED TEST RESULTS

How fast is your connection?

Find out anytime at **speedtest.verizon.net**.

**This number can be found on the sticker that's located on the
back of your FiOS Router.

**THIS IS
FiOS.
THIS IS
BIG.**

FiOS TV

Verizon FiOS TV — Settings Programmed

Video Input: _____

Channel Number: _____

Customer remote control codes for future programming.

Remote Codes

Room: _____

Code: _____

Room: _____

Code: _____

Room: _____

Code: _____

Room: _____

Code: _____

Device Codes

Where to Find Your Device Codes

You can find all device codes online at **fioshelp.verizon.com**

(Look under the **TV Quick Tips** and select **Set up Remote Control.**)

Once you've found the codes for your electronics, write them down in this guide for easy reference in the future.

The following devices will require programming codes:
audio amplifier, audio receiver, television, VCR and DVD players.

TV: _____

DVD/VCR: _____

AUX: _____

Verizon FiOS TV Service/Packages

Local.....	<input type="checkbox"/>
Essentials	<input type="checkbox"/>
Extreme HD	<input type="checkbox"/>
La Conexión.....	<input type="checkbox"/>
Sports.....	<input type="checkbox"/>
Movie.....	<input type="checkbox"/>
Premiums.....	<input type="checkbox"/>
International Premiums	<input type="checkbox"/>



FRONT COVER

**2009 Welcome Kit All Studio
TOS TV Version**

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	Spell Check:		

Job #: CCF90003
Client: Verizon
Job Name: 2009 Welcome Kit All Studio
"TV"
Studio Artist: mforonda
Proof #: 6_Release

LH: In Progress
Save Date: 5-28-2009 10:07 AM
Previous User: Joe.Kunka
Document Path: Macintosh
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This Agreement is between you, the subscriber ("you"), and Verizon Wireless ("Service", including all of its subsidiaries and affiliates ("Verizon").

THIS IS A CONTRACT. IT CONTAINS IMPORTANT INFORMATION AND OBLIGATIONS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CONTACT US.

1. ACCEPTANCE OF TERMS AND CONDITIONS INCLUDES:

This Agreement is made between you and Verizon Wireless ("Verizon") under the following conditions: (a) you agree to the terms and conditions of this Agreement; or (b) we terminate this Agreement.

This Agreement is made between you and Verizon Wireless ("Verizon") under the following conditions: (a) you agree to the terms and conditions of this Agreement; or (b) we terminate this Agreement.

2. DEFINITIONS

The term "Service" means all Program Services, including but not limited to, support, and including voice telephony and Internet services.

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Job #: CCF90003
Client: Verizon
Job Name: 2009 Welcome Kit All Studio
"TV"
Studio Artist: mforonda
Proof #: 6_Release

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This Agreement sets forth the terms and conditions under which you the subscriber ("you," "your" or "Subscriber") agree to use Verizon FiOS TV (the "Service", including Equipment and Programming) and under which Verizon affiliates ("Verizon," "us" or "we") agree to provide FiOS TV to you.

THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND OURS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT.

1. ACCEPTANCE OF AGREEMENT; AGREEMENT TERMS GENERALLY INCLUDED.

This Agreement starts when you accept it. By accepting this Agreement, you and any other users of FiOS TV within your premises are bound by its conditions. Your acceptance of this Agreement occurs upon the earlier of: (a) your electronic or oral acceptance during the submission of your order; or (b) your use of the Service. This Agreement will end when you or we terminate this Agreement as permitted below.

This Agreement includes the terms and conditions set forth below, plus the specific elements of your Bundled Services plan, including the plan's pricing, duration and applicable Early Termination Fee ("ETF"), all as described in the information made available to you when placing and confirming your order, our FiOS TV Privacy Notice, and the other policies and materials specifically referred to in this Agreement, all of which are incorporated into this Agreement by reference. Please retain a copy of this Agreement for your records.

2. DEFINITIONS.

The term "Service" means Verizon's FiOS TV, including, without limitation, all Programming, Equipment, media or program guide, software, technical support, and other features, products and services provided as part of and included with our television service. The Service does not include voice telephony service or Verizon dial-up or Verizon's FiOS or DSL-based Internet services. The term "Equipment" shall include, without limitation,

the Set Top Box provided by Verizon to you for use with the Service, along with any software contained in or downloaded to the Set Top Box as part of the Service, as well as any remote controls or other devices or components provided by Verizon to you for use with the Service. The term "Equipment" shall also include the router provided to you by Verizon ("Router"). The term "Premises" refers to the physical location at which the Service has been installed. "Programming" means content provided by Verizon or its third-party licensors, providers or suppliers and provided as part of and included with the Service, including, without limitation, images, photographs, animations, video programming, information services, audio, music, and text, irrespective of the manner or format in which such content is delivered. The term "Bundled Services" means a combination or "bundle" of Verizon FiOS TV with one or more eligible Verizon services, including but not limited to Verizon FiOS Internet Service, Verizon Freedom Essentials or FiOS Digital Voice service or Verizon ONE-BILL® service.

3. SERVICE CHANGES.

Subject to applicable law, we reserve the right to change, re-arrange, add, delete or otherwise modify the Service at any time, with or without prior notice to you, including changing, rearranging or otherwise modifying our Programming packages, the selections available in those packages, the Equipment, and any other features, products and services that we offer.

4. USE OF THE SERVICE.

(a) You agree to use the Service only for your private non-commercial use and enjoyment within your Premises. Unless otherwise specifically authorized by us in writing, the Programming distributed via the Service may not be viewed or otherwise displayed in areas open to the public, including, without limitation, commercial establishments. You may not rebroadcast or transmit the Programming or charge admission for its viewing. You may not take any actions to alter or avoid any security or access controls or restrictions associated with the Service or Equipment.

(b) You are responsible for all use of the Service, whether by you or someone using the Service with or without your permission. You agree not to use the Service, directly or indirectly, for any unlawful

purpose, through the use of any Programming equipment, that your use is subject to our sole discretion. In the event of more details, any such v

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TOS TV Version

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Job #: CCF90003
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Studio Artist: mforonda
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purpose, including without limitation, violation of the copyright laws through the use, production, copying, rebroadcast or redistribution of any Programming distributed as part of the Service or recorded utilizing equipment containing digital video recording devices. You further agree that your use of the Service is your sole responsibility, at your own risk, and subject to all applicable local, state, and federal laws and regulations. We in our sole discretion, or any Programming provider, may prosecute you and other responsible parties under applicable federal, state and local laws in the event that the Service is used for an unlawful purpose. As described in more detail in Section 13 below, you agree to indemnify us in the event of any such violation by you or anyone using the Service at the Premises.

(c) You understand and agree that not all Programming may be suitable for all viewers, and users of the Service may have access to Programming that may be sexually explicit, obscene, offensive, or otherwise unsuitable or objectionable, especially for children under the age of eighteen (18). You further understand and agree that it is your responsibility to impose any viewing restrictions you determine are appropriate to limit viewing and access to potentially objectionable material, and you agree to supervise usage of the Service at your Premises. **YOU AGREE THAT WE ARE NOT RESPONSIBLE TO YOU OR ANYONE ELSE VIEWING PROGRAMMING OR INFORMATION PROVIDED ON, OR ACCESSED THROUGH, THE SERVICE FOR ANY CONTENT THAT YOU OR OTHERS MAY DEEM TO BE OBJECTIONABLE FOR ANY REASON AND YOU WAIVE ANY CLAIMS AGAINST US FOR ANY INJURY OR HARM RELATING TO SUCH CONTENT OR THE VIEWING OF PROGRAMMING. YOU FURTHER UNDERSTAND AND AGREE THAT WE ARE NOT RESPONSIBLE FOR THE INFORMATION OR MATERIALS ACCESSIBLE VIA THE INTERNET THROUGH USE OF THE SERVICE. IN ADDITION, YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY PURCHASES OR OTHER TRANSACTIONS MADE THROUGH, USING, OR IN CONNECTION WITH THE SERVICE.**

5. SOFTWARE LICENSES AND THIRD-PARTY SERVICES.

(a) We may provide you, for a fee or at no charge, software for use in connection with the Service which is owned by us or our third-party licensors, providers and suppliers ("Software"). We reserve the right periodically to update, upgrade or change the Software remotely or

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otherwise and to make related changes to the settings and software on your computer or the Equipment, and you agree to permit such changes and access to your computer and the Equipment. You may use the Software only in connection with the Service and for no other purpose.

(b) Certain Software may be accompanied by an end user license agreement ("EULA") from us or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.

(c) For Software not accompanied by a EULA, you are hereby granted a revocable, nonexclusive, nontransferable license by us or our third-party licensor(s) to use the Software (and any corrections, updates and upgrades thereto). You may not make any copies of the Software. You agree that the Software is confidential information of Verizon or its third-party licensors and that you will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by us or our third-party licensors. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that we or our third-party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

(d) Your license to use the Software will remain in effect until terminated by Verizon or its third-party licensors, or until your Service is terminated. Upon termination of your Service, you must cease all use of and immediately delete the Software from any device not returned to us.

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Job #: CCF90003
Client: Verizon
Job Name: 2009 Welcome Kit All Studio
"TV"
Studio Artist: mforonda
Proof #: 6_Release

LH: In Progress
Save Date: 5-28-2009 10:07 AM
Previous User: Joe.Kunka
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(e) If you subscribe to or otherwise use any third-party services offered by Verizon, your use of such services is subject to the EULA of that third-party provider. Violation of those terms may, in our sole discretion, result in the termination of your Service.

6. AUTHORIZED USER; PREMISES; REFUSAL OF SERVICE.

(a) You acknowledge that you are eighteen (18) years of age or older, and that you have the legal authority to enter into this Agreement. You agree to notify us immediately whenever your personal or billing information changes (including, for example, your name, address, credit card and telephone number).

(b) You agree to allow us and our representatives the right, at reasonable times, to enter the Premises for the purpose of installing, maintaining, servicing, inspecting, upgrading and/or removing the Service (including any Equipment).

(c) You acknowledge and agree that you are either an owner of, or legal tenant in, your Premises, and as such have the right to allow us and our representatives to enter and make modifications to the Premises in connection with the delivery of the Service.

(d) We reserve the right, in our sole discretion, to refuse to provide the Service to you for any reason at any time, consistent with law.

7. PERSONAL DATA AND PRIVACY POLICY.

Verizon will treat your personally identifiable information provided to us in accordance with our current FiOS TV Privacy Notice, which is subject to change. A copy of the FiOS TV Privacy Notice is available at verizon.com/privacy.

8. CHANGES TO THIS AGREEMENT.

We reserve the right to change this Agreement at any time. Notification of changes to this Agreement will be provided to you as outlined in Section 14 below. Changes to this Agreement will be effective on the date listed in the notification we provide to you. By continuing to use

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the Service after notice of a change to this Agreement, you accept the change and agree to abide by it.

9. EQUIPMENT; MAINTENANCE AND OWNERSHIP OF EQUIPMENT.

(a) We do not guarantee that the Service will work correctly if you use equipment to access the Service other than the Equipment provided by Verizon. We have no responsibility for the operation or support, maintenance or repair of any equipment, software or services that you choose to use in connection with the Service or with the Equipment provided by us. We assume no responsibility for the operation of the Service if equipment other than the Equipment we provide to you is used to access the Service.

(b) You acknowledge and agree that, except with respect to the Router, at all times ownership of the Equipment shall remain with us and that this Agreement allows you to use Equipment only in connection with your receipt and use of the Service. We may, at our option, supply new or reconditioned Equipment to you. We will repair and maintain the Equipment owned by us, as well as the Router, at our expense, unless such repair or maintenance is made necessary due to misuse, abuse or intentional damage to the Equipment, in which case you will be financially responsible for the repair or replacement of the damaged Equipment. You also agree that the Equipment will not be serviced by anyone other than our employees or our designated agents or representatives. You further agree not to tamper with or otherwise harm the Equipment, and that you will not copy, modify, reverse compile or reverse engineer any Equipment, software or firmware provided by Verizon in connection with the Service. Upon termination of the Service or if the occupancy or ownership of your Premises changes, you are responsible for returning the Equipment to us in an undamaged condition, subject only to reasonable wear and tear. With respect to the Router only, if your Service is terminated for any reason prior to the first thirty-six (36) months of Service, you will be required to return the Router to us and failure to do so will result in an Equipment charge. After the first thirty-six months of Service you may keep the Router if your Service terminates. Failure to return any Equipment owned by us, or returning Equipment in a damaged condition (subject only to reasonable wear and tear) will result in the imposition of an Equipment fee that may be substantial. The

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Client: Verizon
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Studio Artist: mforonda
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(c) In the event that the Equipment owned by Verizon is stolen, you are required to provide us with a copy of the police report to verify that the Equipment was reported stolen. If no report is produced, then you will be held financially responsible for the stolen Equipment.

10. TERMINATION OF SERVICE; TERMINATION FEES.

(a) You or Verizon may terminate the Service at any time and for any reason. Termination by you will be effective upon your notice to Verizon. Installation or setup fees paid at the initiation of the Service, if any, are not refundable. Termination by us will be effective upon notice to you. Upon termination for any reason, you will be responsible for payment of all outstanding account balances and Equipment fees accrued through the date of termination. If a termination is a result of violation by you of the terms of this agreement, you may also be liable to pay an Early Termination Fee as set forth in Section 10(b). We may, at our sole discretion, refuse to accept your subsequent request for Service following a termination or suspension of your use of the Service. If your Service is terminated for any reason, you may be required to pay a reconnection fee or additional deposit before the Service is reactivated.

(b) **EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOU HAVE CHOSEN TO SUBSCRIBE TO A BUNDLED SERVICES PLAN WITH A MINIMUM TERM COMMITMENT, IF ANY OF THE BUNDLE SERVICES ARE TERMINATED BY YOU OR BY US BEFORE COMPLETING YOUR MINIMUM TERM, THEN YOU AGREE TO PAY VERIZON THE EARLY TERMINATION FEE SET FORTH IN THE BUNDLED SERVICES PLAN YOU HAVE CHOSEN.** This Early Termination Fee will not apply for Bundled Services canceled within 15 days after all Bundled Services have been installed.

11. PRICING AND PAYMENT.

In consideration for your receipt of the Service and use of any Equipment, you agree to pay us as follows:

(a) **Service Fees.** Billing for the Service will begin automatically upon

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installation of the Service and continue until the Service is terminated by you or by us in accordance with this Agreement. You will begin receiving any discount associated with a Bundled Services plan once all of Bundled Services have been installed. Regular Service and Equipment charges are billed each month in advance. You agree to pay us in advance, at our rates in effect at the time, through all periods until the Service is terminated. Other transactional charges, such as for video-on-demand services, are billed after the applicable service or feature has been ordered or provided to you. You may also be required, based on your ordering and payment history, to provide pre-invoice payment by credit card or such other payment method as we may designate for transactional services such as video-on-demand services. You agree to pay all applicable charges for the Service and Equipment by the due date set forth in your monthly invoice. Rates for the Service and other charges may be changed by us at any time, subject to prior notice as required by applicable law. If we provide you with notice, it will be provided as set forth in Section 14 below. Your invoice may also contain certain other charges (including, without limitation, taxes and other governmental fees and charges such as franchise fees, account activation and installation charges, surcharges, reactivation fees, customized setup fees, interest on past-due balances, returned payment fees, Early Termination Fees and other nonrecurring charges) and you agree to pay such other charges by the due date set forth in your invoice. The waiver of any fees or charges is at our discretion. If you cancel any component of a Bundled Services plan, the monthly charges for the remaining services on your account will automatically convert to the applicable existing non-discounted monthly service rate.

(b) Plans with Minimum Terms. If you subscribe to a Bundled Services plan with a term commitment, you agree to maintain such services for the minimum term of that plan. At the end of your term, you may be given the option to select a new Bundled Services plan. If you do not select a new Bundled Services plan, your account will automatically convert to a month-to-month plan at a monthly fee that may be higher than your current rate. If you subscribe to a new Bundled Services plan, the terms of that plan will apply.

(c) Third-Party Charges. You acknowledge and agree that you may incur charges with third-parties that are separate and apart from the Service Fees charged by us. These may include charges resulting from accessing on-line

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(d) Late Fees. If we do not receive your full and complete payment by the due date, we may charge you a late fee on the unpaid balance and may also terminate or suspend your Service. In the event we utilize a collection agency or resort to legal action to recover an unpaid balance, you agree to reimburse us for all expenses incurred to recover such unpaid balance, including reasonable attorneys' fees and costs.

(e) Customer Deposits. We may require that you provide us with a refundable deposit ("Customer Deposit") prior to or upon the activation or reactivation of the Service. We may also require an additional Customer Deposit after activation of the Service if you fail to pay any amounts when due hereunder or seek to upgrade your Service. We may apply Customer Deposits against any unpaid amounts at any time. Within ninety (90) days of termination of Service, we shall return a sum equal to the Customer Deposit, without interest unless otherwise required by law, minus any amounts due on your account including, without limitation, any amounts owed to us for unreturned or damaged Equipment.

(f) Questions About Your Monthly Invoice. Subject to applicable law, if you intend to dispute a charge on your bill, you must contact us within 60 days of your billing date you receive the bill in question. **UNDISPUTED PORTIONS OF YOUR BILLING STATEMENT MUST BE PAID BY THE DUE DATE TO AVOID A LATE FEE AND POSSIBLE SUSPENSION OR TERMINATION OF THE SERVICE.**

(g) Payments. Except as otherwise permitted under applicable law, you agree that you will pay your bill by check, credit or debit card, electronic funds transfer payments or such other payment method as we may designate. The outstanding balance is due in full each month. If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to your account, we may charge you a fee in accordance with applicable law. Based on your election and

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subject to our approval, Verizon or its agent will bill you directly, or bill your charge card or local Verizon telephone bill (where available). **IF YOU ELECT TO BE BILLED ON YOUR VERIZON PHONE BILL, BY USING THE SERVICES, YOU AGREE TO HAVE ALL SERVICE CHARGES INCLUDED ON YOUR PHONE BILL. IF YOU SUBSCRIBE TO A BUNDLED SERVICES PLAN, THEN ALL OF THE BUNDLED SERVICES MUST BE BILLED ON YOUR VERIZON PHONE BILL.**

(h) Consents Regarding Credit. We may evaluate your credit history before modifying or providing you Service. In order to establish an account with us and/or obtain or modify the Service, you hereby authorize us to obtain a report from a consumer credit agency and to exchange information with others in connection with determining your creditworthiness. If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to consumer credit reporting agencies.

(i) Complaint Procedures. If you have any concerns regarding customer service, billing, or service quality, please contact us via the methods set forth in your monthly invoice or in the "Contact Us" section of **verizon.com**. When you contact us, please explain the nature and history of the problem. We will try to promptly resolve your concern. If we are unable to resolve your concern, we will notify you that we are unable to do so and explain the reason why.

12. WARRANTIES AND LIMITATION OF LIABILITY.

(a) Service Interruptions. The Service may be interrupted from time to time for a variety of reasons, and Verizon does not represent or warrant that the Service or the Equipment will be available or perform in a manner that meets your needs. Verizon will not be liable for any inconvenience, loss, liability or damage resulting from any preemption, loss, blackout or interruption of the Service, directly or indirectly caused by or resulting from, any circumstances, including, without limitation, any circumstance beyond Verizon's reasonable control, including, but not limited to, causes attributable to you or your property, inability to obtain access to the Premises, failure of a communications satellite or our network, inability to access or interruptions in accessing Programming, loss of use of poles or other utility facilities, strike, labor dispute, riot

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(b) YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY VERIZON (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), VERIZON (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) (COLLECTIVELY THE "VERIZON PARTIES"), ITS THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY VERIZON OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.

(c) VERIZON DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF VERIZON HAS ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY AND THE CONDITION OF WIRING INSIDE YOUR LOCATION, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR VERIZON SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY VERIZON-PROVIDED EQUIPMENT).

(d) IN NO EVENT SHALL THE VERIZON PARTIES OR VERIZON'S

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THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS BELIEVABLE FOR:

(A) ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR

(B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

(e) THE LIABILITY OF THE VERIZON PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD-PARTY END-USER LICENSE OR OTHER AGREEMENTS) OUR THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO VERIZON FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.

(f) ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 12 ALSO APPLY TO VERIZON'S THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT.

(g) THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

13. INDEMNIFICATION

You agree to indemnify Verizon and its affiliates from and against all claims, damages, losses, costs and attorneys' fees, including reasonable costs of investigation, Service (including without limitation, the Service) or its applicability, limitation of liability, in any manner, death of a person, (including

14. NOTICES

Notices relating to this Agreement shall be delivered by contacting the person whose name and address is set forth in the system; (c) if the person is not available, then to the person at your last known address; and (d) if the person is not available, then to the person as applicable to you.

15. GENERAL

(a) **Survival.** This Agreement shall survive the termination or expiration of this Agreement by their mutual agreement or by operation of law, including without limitation, Indemnification.

(b) **Assignment.** This Agreement shall be binding on and enforceable against you and your heirs, assigns, successors, and assigns, and you agree to assign this Agreement to any other person or entity without the Premises, occupancy, without notice, and without any other conditions, as directed by you.

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Job #: CCF90003
Client: Verizon
Job Name: 2009 Welcome Kit All Studio
"TV"
Studio Artist: mforonda
Proof #: 6_Release

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13. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless the Verizon Parties from and against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Service (or the use of your Service by anyone else), (i) in violation of applicable laws, regulations or this Agreement including, without limitation, infringement of copyrights or other proprietary rights; or (ii) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property.

14. NOTICES.

Notices required under this Agreement shall be provided by you by contacting us as via the methods set forth in your monthly invoice or in the Contact Us section of **verizon.com**. Our notices to you shall be deemed given: (a) when sent by e-mail to your last-known e-mail address according to our records; (b) when delivered over the cable system; (c) when deposited in the United States mail addressed to you at your last-known address; or (d) when hand delivered to your Premises, as applicable. Mailed notices may also be included in our billing statements to you.

15. GENERAL PROVISIONS.

(a) Survival. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of the Agreement, including without limitation, those relating to Limitation of Liability and Indemnification, shall survive such termination.

(b) Assignment. You agree not to assign or otherwise transfer this Agreement, or your rights and obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. Furthermore, you agree to notify us of any changes of ownership of, or occupancy in, the Premises immediately upon such transfer of ownership or change in occupancy. We may freely assign all or any part of this Agreement with or without notice to you and you agree to make all subsequent payments as directed.

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Exhibit A**Location**

California

Florida

Delaware

Indiana

Maryland

Massachusetts

New Jersey

New York

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Pennsylvania

Rhode Island

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Dumfries, Chesapeake

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(c) Applicable Law. You and Verizon agree that the substantive laws of the state and local area in which your Premises is located (the "Service Jurisdiction"), without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. **YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN THE SERVICE JURISDICTION FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THESE TERMS OF SERVICE OR TO THE SERVICE.** Except as otherwise required by law, including the Service Jurisdiction laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is forever waived.

(d) Waiver. Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

(e) Entire Agreement. This Agreement, including any policies or materials that are incorporated herein by reference, constitutes the entire agreement between you and Verizon with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by you to this Agreement shall be effective unless agreed to in a writing signed by an authorized person at Verizon.

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Exhibit A

Location	VERIZON AFFILIATE PROVIDING VIDEO SERVICE	VERIZON INTERNET SERVICE AFFILIATE PROVIDING EQUIPMENT
California	Verizon California Inc.	Verizon Online LLC
Florida	Verizon Florida LLC	Verizon Online LLC
Delaware	Verizon Delaware LLC	Verizon Online LLC
Indiana	Verizon North Inc.	Verizon Online LLC
Maryland	Verizon Maryland Inc.	Verizon Online — Maryland LLC
Massachusetts	Verizon New England Inc.	Verizon Online LLC
New Jersey	Verizon New Jersey Inc.	Verizon Online — New Jersey LLC
New York	Verizon New York Inc.	Verizon Online LLC
Oregon	Verizon Northwest Inc.	Verizon Online LLC
Pennsylvania	Verizon Pennsylvania Inc.	Verizon Online Pennsylvania Partnership
Rhode Island	Verizon New England Inc.	Verizon Online LLC
Texas	GTE Southwest Incorporated.	Verizon Online LLC
Virginia (with exception	Verizon Virginia Inc.	Verizon Online LLC
Dumfries, Chesapeake, City of Manassas, City of Manassas Park, Occoquan, Stafford Co. Quantico and Prince Williams County, VA	Verizon South Inc.	Verizon Online LLC
Washington	Verizon Northwest Inc.	Verizon Online LLC

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Studio Artist: mforonda
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This Agreement is listed in Section conditions under

THIS IS A CONTRACT TO THESE TERMS. TERMINATE IT.

1. TERM AND GENERAL

The term of this for the Service or you accept this permitted herein.

Acceptance by you of this Agreement the Software or the Software or Equipment change Service plan you select), otherwise noted.

This Agreement Service or Bundle Early Termination when placing an A) and Additional to in this Agreement herein by reference <http://www.veri> of this Agreement Attention: Customer

2. DEFINITION

- 2.1 "Broadband" (which "High-Speed"
- 2.2 "Bundle" Service not Included Essential

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VERIZON ONLINE TERMS OF SERVICE

This Agreement is between you as our Subscriber and Verizon Online LLC (or its affiliates listed in Section 16 ("Verizon" or "Verizon Online")) and it sets forth the terms and conditions under which you agree to use and we agree to provide the Service.

THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT.

1. TERM AND ACCEPTANCE OF AGREEMENT; AGREEMENT TERMS GENERALLY INCLUDED.

The term of this Agreement will be either month-to-month or for the term specified for the Service or Bundled Service plan you select (the "Term"). The Term begins when you accept this Agreement and ends when you or we terminate this Agreement as permitted herein.

Acceptance by you of this Agreement occurs upon the earlier of: (a) your acceptance of this Agreement electronically during an online order, registration or when installing the Software or the Equipment; (b) your use of the Service; or (c) your retention of the Software or Equipment we provide beyond thirty (30) days following delivery. If you change Service plans, your term and monthly rate may change (depending on the plan you select), but all other provisions of this Agreement will remain in effect unless otherwise noted.

This Agreement consists of the terms below, plus (a) the specific elements of your Service or Bundled Service plan (including the plan's pricing, duration and applicable Early Termination Fee ("ETF"), all as described in the information made available to you when placing and confirming your order); (b) our Acceptable Use Policy (Attachment A) and Additional Services Terms (Attachment B); and (c) other Verizon policies referred to in this Agreement (including our Privacy Policy), all of which are incorporated herein by reference. This Agreement and related policies are posted online at <http://www.verizon.net/policies/> ("Web site"). You can also receive a paper copy of this Agreement by writing to Verizon, 14025 Riveredge Drive, Tampa, FL 33637, Attention: Customer Service.

2. DEFINITIONS AND CHANGES TO SERVICE.

- 2.1 "Broadband Service(s)" means Verizon's FiOS or DSL-based Internet services (whichever applies). Verizon's DSL-based Internet service is also known as "High Speed Internet" ("HSI").
- 2.2 "Bundled Service(s)" means a combination or "bundle" of a Broadband Service with one or more other eligible Verizon services, including but not limited to Verizon FiOS TV, Verizon Freedom Value or Verizon Freedom Essentials, FiOS Digital Voice or Verizon ONE-BILL® service.

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- 2.3 "Content" means content provided by Verizon or its third-party licensors or suppliers and accessible on the Service, including without limitation images, photographs, animations, video, audio, music and text in any format.
- 2.4 "Equipment" means the modem, router and/or other equipment provided by Verizon for use with the Service.
- 2.5 "Service" means all Verizon dial-up, Broadband Service and Wi-Fi wireless Internet access services (where applicable), Software, Equipment, Content, Additional services as defined in Attachment B, technical support, Usenet and newsgroup services, email, domain-name server ("DNS") and related services, Verizon Web sites and other products and services provided by Verizon under the pricing plan applicable to your Service. The Service does not include voice telephony services.
- 2.6 "Verizon Web Site(s)" mean the sites located at <http://www.verizon.net>, which are comprised of various Web pages, tools, information, software, content and features operated by Verizon.

3. REVISIONS TO THIS AGREEMENT.

From time to time we will make revisions to this Agreement and the policies relating to the Service. We will provide notice of such revisions by posting revisions to the Web site Announcements page, or sending an email to your primary verizon.net email address, or both. You agree to visit the Announcements page periodically to review any such revisions. We will provide you with at least thirty (30) days' notice prior to the effective date of any increases to the monthly price of your Service or Bundled Service plan (excluding other charges as detailed in Sections 8.1(a)-(d)); revisions to any other terms and conditions shall be effective on the date noted in the posting and/or email we send you. By continuing to use the Service after revisions are effective, you accept and agree to abide by them.

4. AUTHORIZED USER, ACCOUNT USE AND RESPONSIBILITIES.

- 4.1 You acknowledge that you are eighteen (18) years of age or older and that you have the legal authority to enter into this Agreement. You agree to promptly notify Verizon whenever your personal or billing information changes.
- 4.2 You are responsible for all use of your Service and account, whether by you or someone using your account with or without your permission, including all secondary or sub-accounts associated with your primary account, and to pay for all activity associated with your account. You agree to comply with all applicable laws, regulations and rules regarding your use of the Service and to only use the Service within the United States (unless otherwise permitted by this Agreement).

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Studio Artist: mforonda
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- 4.3 **Restrictions on Use.** The Service is a consumer-grade service and is not designed for or intended to be used for any commercial purpose. You may not resell the Service, use it for high-volume purposes or engage in similar activities that constitute such use (commercial or noncommercial). If you subscribe to a Broadband Service, you may connect multiple computers/devices within a single home to your modem and/or router to access the Service, but only through a single Verizon-issued IP address. You also may not exceed the bandwidth usage limitations that Verizon may establish from time to time for the Service, or use the Service to host any type of server. Violation of this section may result in bandwidth restrictions on your Service or suspension or termination of your Service.
- 4.4 **Dial-Up Accounts.** If you subscribe to Dial-up Service, your Service may be subject to log-off automatically and without notice if your account is idle for 15 minutes. An account session may be deemed to be idle if there appears to be no interactive, human-generated data received from your computer system within a prescribed amount of time. Use of automatic re-dialer, script or other programs for the purpose of avoiding inactivity disconnects is a violation of this Agreement. You may only use your account for one log-on session per connection type at a time and you may not use more than one IP address for each log-on session. If your pricing plan includes an hourly usage allocation, unused hours will not carry over to another billing cycle.
- 4.5 **Broadband Accounts.** If you use your account to connect through a dial-up connection, you are responsible for any dial-up usage charges above any monthly dial-up allotment that may apply. Additional User IDs provided for Broadband customers' email boxes may not be used as dial-up connections.

5. PRIVACY POLICY; LEGAL COMPLIANCE.

Personal information you provide to Verizon is governed by our Privacy Policy, which is posted on the Web site and is subject to change from time to time. Verizon reserves the right to provide account and user information, including email, to third parties as required or permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include, but is not limited to, monitoring of the Verizon network consistent with applicable law. In addition, Verizon is required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of the child pornography laws. We reserve the right to report any such information, including the identity of users, account information, images and other facts to law enforcement personnel.

6. AVAILABILITY OF AND CHANGES TO SERVICE.

- 6.1 **Service and Bandwidth Availability and Speed. The Service you select may not be available in all areas or at the rates, speeds or bandwidth**

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generally marketed, and some locations may not qualify for the Service even if initial testing showed that your line was qualified. We will provision qualified HSI lines at the maximum line rate available to your location based on our standard line qualification procedures, unless you have selected a level of service with a lower maximum line rate. Bandwidth is provided on a per-line (not a per-device) basis. The bandwidth available to each device connected to the network will vary depending upon the number, type and configuration of devices using the Service and the type of use (e.g., streaming media), among other factors. The speed of the Service will vary based on network or Internet congestion, your computer configuration, the condition of your telephone line and the wiring inside your location, among other factors. We and our suppliers reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Service to perform maintenance activities and to maintain session control.

- 6.2 **Changes to your local voice telephony service.** If you change your local telephone company or discontinue your local telephone service, we may in our discretion either terminate your Service or continue to provide Broadband Service without local Verizon voice service at the then-current rates, terms and conditions applicable to your new Service plan and you agree to pay any new or higher monthly fee that may apply to your new Service plan. If we elect to terminate your Service under this Section 6.2, then we reserve the right to charge any early termination fees and to apply the Equipment return terms under Section 9.
- 6.3 **Conversion from DSL Service to Verizon FiOS Internet Service.** When Verizon is able to provision Service utilizing fiber-optic technologies, we may in our discretion terminate your DSL Service and cease offering DSL Service to your location. In such case, we will offer you Verizon FiOS Internet Service at the then applicable rates and terms, which may differ from your previous DSL Service rates and terms.
- 6.4 **Changes to Service or Features.** Verizon reserves the right to change any of the features, Content or applications of the Service at any time with or without notice to you. This includes the portal services we may make available as part of the Service or for an additional charge.

7. SOFTWARE LICENSES AND THIRD-PARTY SERVICES.

- 7.1 We may provide you, for a fee or at no charge, software for use in connection with the Service which is owned by Verizon or its third-party licensors, providers and suppliers ("Software"). We reserve the right periodically to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and software on your computer or Equipment, and you agree to permit such changes and access to your

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computer and Equipment. You may use the Software only in connection with the Service and for no other purpose.

- 7.2 Certain Software may be accompanied by an end-user license agreement ("EULA") from Verizon or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.
- 7.3 For Software not accompanied by a EULA, you are hereby granted a revocable, nonexclusive, nontransferable license by Verizon or its applicable third-party licensor(s) to use the Software (and any corrections, updates and upgrades thereto). You may not make any copies of the Software. You agree that the Software is confidential information of Verizon or its third-party licensors and that you will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents and proprietary information owned by Verizon or its third-party licensors. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that Verizon or its third-party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.
- 7.4 Your license to use the Software or any Additional Services will remain in effect until terminated by Verizon or its third-party licensors, or until your Service is terminated. Upon termination of your Service, you must cease all use of and immediately delete the Software from your computer.
- 7.5 If you subscribe to or otherwise use any third-party services offered by Verizon, your use of such services is subject to the EULA of that third-party provider. Violation of those terms may, in our sole discretion, result in the termination of your Service.
- 7.6 All title and intellectual property rights (including without limitation, copyrights, patents, trademarks and trade secrets) in and to the Verizon Web Sites (including but not limited to, related software, images, photographs,

animations, video, audio, music, text and content), are owned by Verizon, its affiliates or licensors. All titles and intellectual property rights in and to the information and content which may be accessed through use of Verizon Web Sites are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement does not grant you any rights to use such content, nor does it grant any rights to the Verizon Web Sites, other than the right to use the Verizon Web Sites according to the terms of this Agreement.

- 7.7 **Verizon Wi-Fi.** Verizon Wi-Fi Software and Services are provided by Boingo Wireless, Inc. ("Boingo").

8. PRICING, CHANGES TO SERVICE PLANS AND PAYMENT.

- 8.1 **Prices and Fees; Billing.** You agree to pay the fees applicable to your Service or Bundled Service, either on a monthly or prepaid basis, as applicable, and to pay: a) applicable taxes, b) surcharges, c) recovery fees, d) telephone charges, e) activation fees, f) installation fees, g) setup fees, h) equipment charges, i) ETFs and j) other recurring and nonrecurring charges associated with the Service plan you have selected. The taxes, fees and other charges detailed in a)–d) above may vary on a monthly basis. Surcharges and recovery fees are not taxes and are not required by law, but are set by Verizon and may change. You also agree to pay any additional charges or fees applied to your account, including interest and charges due to insufficient credit or insufficient funds. Nonrecurring charges such as setup, activation and installation fees and equipment charges, will be included in your first bill. Monthly Service and Bundled Service recurring charges will be billed one month in advance; any usage charges will be billed in arrears. Prepaid pricing plans for Additional Services will be billed in advance. Based on your election and subject to our approval, Verizon or its agent will bill you directly, or bill your charge card or local Verizon telephone bill (where available). IF YOU ELECT TO BE BILLED ON YOUR VERIZON PHONE BILL, BY USING THE SERVICES YOU AGREE TO HAVE ALL SERVICE CHARGES INCLUDED ON YOUR PHONE BILL. IF YOU SUBSCRIBE TO A BUNDLED SERVICE PLAN, THEN ALL OF THE SERVICES INCLUDED IN THE BUNDLED SERVICE PLAN MUST BE BILLED ON YOUR VERIZON PHONE BILL. Billing for Dial-up Service will automatically begin upon registration of your account. Billing for Broadband Services will automatically begin on the date provisioning of your Broadband Service is complete ("Service Ready Date"). Billing for Additional Services will begin on your Service Ready Date if you are also ordering a new Broadband Service. Otherwise, billing for Additional Services will begin upon submission of your order, unless otherwise noted. We may, at our election, waive any fees or charges. If you cancel any component of a Bundled Services plan, the monthly charges for the remaining services on your account will automatically convert to the applicable existing, non-discounted month-to-month service rate.

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- 8.2 **Plans with Minimum Terms.** If you choose a Service or Bundled Services plan with a minimum term commitment, you agree to maintain your Service for the term of that plan (a "Term Plan"). For Broadband Services, your Term Plan begins on the later of: (a) the date you change your existing Broadband Service plan to a Term Plan; or (b) your Service Ready Date; for Bundled Services, your Term Plan begins once all Bundled Services have been provisioned. You will begin receiving any discount associated with a Bundled Services plan once all Bundled Services have been provisioned. At the end of any Term Plan you may be given the option to select a new Term Plan. If you do not select a new Term Plan, your Service will automatically convert to a month-to-month Service plan at a monthly fee that may be higher than your current rate. If you select a new Term Plan, the terms of that plan will apply.
- 8.3 **Prepaid Service Plans for Additional Services.** You may be given the option to select a prepaid service plan for Additional Services ("Prepaid Service Plan") which will begin on the later of: (a) the date of your order, or (b) the date you change to the Prepaid Service Plan. There will be no refunds for Prepaid Service Plans. At the end of any Prepaid Service Plan, you may be given the option to select a new Prepaid Service Plan. If you do not select a new Prepaid Service Plan, your Service will automatically convert to the then-current month-to-month rate for the Additional Service.
- 8.4 **Money Back Guarantee.** If we provide a money back guarantee ("MBG") for your Service, it will begin on your Service Ready Date. During this MBG period, you may cancel your Service and receive a full refund of all monthly, one-time and equipment charges paid to Verizon (provided you return all Equipment in good working condition). If you fail to return the Equipment, an unreturned Equipment fee will apply. ETFs will not apply to Service terminated within the MBG period. The MBG does not apply to customers who change between or renew bundle, monthly, term or other pricing plans. The MBG is limited to one per Subscriber per Service type per Service address.
- 8.5 **Discontinuation of Service for Nonpayment.** We may discontinue your Service without notice if Service charges on your telephone bill or charge card are refused for any reason, or if you fail to make payment when due or to provide us with a new charge card expiration date before the existing date expires.
- 8.6 **Late Fees.** If any portion of your bill is not paid by the due date, Verizon may charge you a late fee on unpaid balances and may also terminate or suspend your Service without notice. If your charges are billed by your Verizon local carrier, the late fee will be equal to the late payment charge that the local exchange carrier applies. Otherwise, the late fee will be the lesser of 1.5% per month, or the highest rate permitted by law. If Verizon uses a collection agency or legal action to recover monies due, you agree to reimburse us for all expenses we incur to recover such monies, including attorneys' fees.

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8.7 **Local Telephone, Toll and Long Distance Charges.** VERIZON IS NOT RESPONSIBLE FOR ANY CHARGES, INCLUDING BUT NOT LIMITED TO, LONG DISTANCE AND METERED LOCAL OR TOLL CHARGES INCURRED WHEN YOU ACCESS THE SERVICE. YOU SHOULD CHECK WITH THE LOCAL PHONE COMPANY TO DETERMINE WHETHER A DIAL-UP NUMBER YOU HAVE SELECTED IS A LOCAL CALL FROM YOUR LOCATION AND WHETHER ANY CHARGES APPLY. VERIZON DOES NOT GUARANTEE THAT ANY DIAL-UP ACCESS NUMBERS WE PROVIDE WILL BE A LOCAL CALL FROM YOUR LOCATION. ADDITIONAL CHARGES, WHICH MAY BE SUBSTANTIAL, APPLY TO REMOTE DIAL-UP ACCESS, WHICH IS AVAILABLE FROM CERTAIN LOCATIONS ONLY.

8.8 **Limitation on Special Pricing Promotions.** You may only take advantage of one special pricing promotion during any consecutive twelve (12)-month period. Eligibility for promotional offers may be contingent upon payment of all outstanding Verizon charges.

8.9 **Refundable Deposit.** We may require that you provide us with a refundable deposit, which will be specified at the time of your order ("Subscriber Deposit"). We may also require an additional deposit after activation of the Service if you fail to pay any amounts when due. Within ninety (90) days after termination of your Service, we will return your Subscriber Deposit, less any unpaid amounts due on your account, including any amounts owed for unreturned or damaged Equipment. Amounts held on deposit will not accrue interest except as required by law.

9. TERMINATION OR SUSPENSION OF SERVICE.

9.1 Termination of Service.

9.1.1 **Subscribers with Month-to-Month Accounts.** If you are a month-to-month Broadband Service or Dial-Up Service customer, either you or Verizon may terminate this Agreement any time by giving notice to the other as set forth in this Agreement. Termination by you will be effective upon your notice to us. Activation or setup fees paid at the initiation of your Service, if any, are not refundable, except during the 30-day MBG period.

9.1.2 **Subscribers with Term Plans; Early Termination Fee.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOUR BROADBAND SERVICE OR ANY COMPONENT OF A BUNDLED SERVICE PLAN IS TERMINATED BY YOU OR BY US AS A RESULT OF VIOLATION BY YOU OF THIS AGREEMENT BEFORE COMPLETING YOUR TERM PLAN, THEN YOU AGREE TO PAY VERIZON THE ETF SET FORTH IN THE PRICING PLAN YOU HAVE CHOSEN. If you terminate Service at your location, your existing Term Plan cannot be carried over to a new Service location. The ETF will not apply for FiOS Service cancelled within fifteen (15) days after installation.

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9.1.3 **Termination and/or Suspension by Verizon.** Verizon reserves the right to change, limit, terminate, modify or temporarily or permanently cease providing the Service or any part of it with or without prior notice if we elect to change the Service or a part thereof or if you violate the terms of this Agreement. If Verizon terminates your Service under this Section 9.1.3, you must immediately stop using the Service and you will be responsible for the applicable fees and/or Equipment charges set forth in Sections 8.5, 9.1.1 or 9.1.2. If the termination is a result of violation by you of the terms of this Agreement, you also shall be liable to pay the ETF. If your Service is reconnected, a reconnection fee may apply.

9.2 **Deletion of Data upon Termination. YOU AGREE THAT IF YOUR SERVICE IS TERMINATED FOR ANY REASON, VERIZON HAS THE RIGHT TO IMMEDIATELY DELETE ALL DATA, FILES AND OTHER INFORMATION (INCLUDING EMAILS, ADDRESS BOOK AND WEB STORAGE CONTENT) STORED IN OR FOR YOUR ACCOUNT WITHOUT FURTHER NOTICE TO YOU.**

9.3 **Return of Equipment upon Termination.** If your Service is terminated for any reason prior to the end of the first year of service and you received Equipment at no charge from Verizon, you must return the Equipment to Verizon or you will be charged for the Equipment.

10. MANAGEMENT OF YOUR DATA AND COMPUTER.

10.1 **Your Responsibilities Regarding Management of Your Computer and Data.** You are solely responsible for obtaining, maintaining and updating all equipment and software necessary to use the Service, and for management of your information, including but not limited to backup and restoration of your data. YOU AGREE THAT VERIZON IS NOT RESPONSIBLE FOR THE LOSS OF YOUR DATA OR FOR THE BACKUP OR RESTORATION OF YOUR DATA REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON OUR SERVERS OR YOUR DEVICE(S). YOU SHOULD ALWAYS BACK UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON VERIZON'S OR ANY THIRD-PARTY'S SERVERS.

10.2 **Content and Data Management by Verizon.** We reserve the right to: (a) use, copy, display, store, transmit and reformat data transmitted over our network and to distribute such content to multiple Verizon servers for backup and maintenance purposes; and (b) block or remove any unlawful content you store on or transmit to or from any Verizon server. We do not guarantee the protection of your content or data located on our servers or transmitted across our network (or other networks) against loss, alteration or improper access.

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- 10.3 **Your Responsibilities Regarding Security.** You agree that you are solely responsible for maintaining the security of your computer(s) and data, including without limitation, encryption of data and protection of your User ID, password and personal and other data. **WE STRONGLY RECOMMEND THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTIVIRUS, ANTI-SPYWARE AND FIREWALL SOFTWARE.**

- 10.4 **Monitoring of Network Performance by Verizon.** Verizon automatically measures and monitors network performance and the performance of your Internet connection and our network. We also will access and record information about your computer and Equipment's profile and settings and the installation of software we provide. You agree to permit us to access your computer and Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Service. You also consent to Verizon's monitoring of your Internet connection and network performance, and to our accessing and adjusting your computer settings, as they relate to the Service, Software or other services, which we may offer from time to time. We do not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of Verizon or its authorized vendors, contractors and agents.

11. LIMITATIONS ON USE OF THE SERVICE.

- 11.1 You acknowledge and agree that Verizon (a) is not responsible for invalid destinations, transmission errors or the corruption of your data; and (b) does not guarantee your ability to access all Web sites, servers or other facilities or that the Service is secure or will meet your needs.
- 11.2 You acknowledge that the Service will allow access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for children. You agree that the supervision of use of the Service by children is your responsibility and that Verizon is not responsible for access by you or any other users to objectionable or offensive content. VERIZON STRONGLY RECOMMENDS THE USE OF COMMERCIALLY AVAILABLE CONTENT FILTERING SOFTWARE.
- 11.3 You understand and agree that if you type a nonexistent or unavailable Uniform Resource Locator (URL), or enter a search term into your browser address bar, Verizon may present you with an advanced Web search page ("AWS Page") containing suggested links based upon the query you entered in lieu of your receiving an NXDOMAIN or similar error message. Verizon's provision of the AWS Page may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-based search results pages. If you would prefer not to receive AWS Pages from Verizon, you should follow the opt-out instructions that are available by clicking on the "About the Search Results Page" link on our AWS Page.

12. WARRANTY

- 12.1 YOU HEREBY WAIVE ALL RIGHTS AND REMEDIES UNDER ANY WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, INCLUDING ANY REMEDY AVAILABLE BY LAW OR IN EQUITY.

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- 11.4 You are not authorized to use any Verizon name or mark as a hypertext link to any Verizon Web site or in any advertising, publicity or in any other commercial manner without the prior written consent of Verizon Licensing Company.
- 11.5 You agree that Verizon assumes no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any Content, advice or opinions contained in any emails, message boards, chat rooms or community services, Verizon Web Sites or in any other public services or social networks, and that Verizon does not endorse any advice or opinion contained therein, whether or not Verizon provides such service(s). Verizon does not monitor or control such services, although we reserve the right to do so.
- 11.6 You represent that when you transmit, upload, post or submit any content, images or data using the Service you have the legal right to do so and that your use of such data or content does not violate the copyright or trademark laws or any other third-party rights.
- 11.7 Web sites linked to or from the Service are not reviewed, controlled or examined by Verizon and you acknowledge and agree that Verizon is not responsible for any losses you incur or claims you may have against the owner of third-party Web sites. The inclusion of any linked Web sites or content from the Service, including Web sites or content advertised on the Service, does not imply endorsement of them by Verizon.
- 11.8 If you choose to access the Verizon Web Sites from locations outside the United States, you do so on your own initiative and you are responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from, or imported to, the United States or the country in which you reside. Verizon makes no representation that materials on the Verizon Web Sites are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is strictly prohibited.

12. WARRANTIES AND LIMITATION OF LIABILITY.

- 12.1 YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY VERIZON (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), VERIZON (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES AND AFFILIATES) (COLLECTIVELY THE "VERIZON PARTIES"), ITS THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING

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BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NONINTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY VERIZON OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.

- 12.2 VERIZON DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF VERIZON HAS ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY, CIRCUIT AVAILABILITY, LOOP LENGTH, THE CONDITION OF YOUR TELEPHONE LINE AND WIRING INSIDE YOUR LOCATION, AND YOUR COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR VERIZON SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY VERIZON-PROVIDED EQUIPMENT).

- 12.3 **VERIZON DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY VERIZON WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS OR THE LIKE.** VERIZON SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA OR IF CHANGES IN OPERATION, PROCEDURES OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.

- 12.4 IN NO EVENT SHALL THE VERIZON PARTIES OR VERIZON'S THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

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13. INDEMNIFICATION

You agree to defend, hold harmless and pay all liabilities, costs and expenses, including reasonable attorneys' fees, to or arising from, or in connection with, any claim or litigation, in violation of applicable law, or to transmit or receive data over the Internet; (c) in connection with the death of any person or the injury to any property; or (d) claim or litigation in connection with the foregoing.

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- 12.5 THE LIABILITY OF THE VERIZON PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD-PARTY END-USER LICENSE OR OTHER AGREEMENTS) OUR THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO VERIZON FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.
- 12.6 ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 12 ALSO APPLY TO VERIZON'S THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT.
- 12.7 THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

13. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless the Verizon Parties from and against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Service (or the use of your Service by anyone else), (a) in violation of applicable laws, regulations or this Agreement; (b) to access the Internet or to transmit or post any message, information, software, images or other materials via the Internet; (c) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property; or (d) claims for infringement of any intellectual property rights arising from or in connection with use of the Service.

14. NOTICES.

- 14.1 Notices required under this Agreement by you must be provided to us at 14025 Riveredge Drive, Tampa, FL 33637, Attention: Customer Service in the manner set forth in the Contact Us section of the Web site. Notice by Verizon to you (including notice of changes to this Agreement under Section 3) shall be deemed given when: (a) transmitted to your primary verizon.net email address; or (b) mailed via the U.S. mail or hand-delivered to your address on file with us; or (c) when posted to the Announcements page of the Web site.

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14.2 If you send us an email, you agree that the User ID and/or alias contained in the email is legally sufficient to verify you as the sender and the authenticity of the communication.

15. GENERAL PROVISIONS.

15.1 All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of this Agreement, including without limitation, those relating to Limitation of Liability and Indemnification, shall survive such termination.

15.2 Verizon will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes, work slow-downs or other labor-related activity, or an inability to obtain necessary equipment or services.

15.3 You may not assign or otherwise transfer this Agreement, or your rights or obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. We may freely assign all or any part of this Agreement with or without notice and you agree to make all subsequent payments as directed.

15.4 Except as otherwise required by law, **you and Verizon agree that the substantive laws of the Commonwealth of Virginia, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN FAIRFAX COUNTY, VIRGINIA FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SERVICE. Except as otherwise required by law, including Virginia laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.**

15.5 Use, duplication or disclosure by any Government entity is subject to restrictions set forth, as applicable, in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19, FAR 12.212, DFARS 227.7202, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Verizon or its licensors and suppliers. The use of Software and documentation is further restricted in accordance with the terms of this Agreement.

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15.6 Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

15.7 This Agreement, including all Policies referred to herein and posted on the Web site, constitutes the entire agreement between you and Verizon with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by you to this Agreement shall be effective unless agreed to in a writing signed by an authorized person at Verizon.

16. VERIZON AFFILIATES. Services in New Jersey are provided by Verizon Online — New Jersey LLC. Services in Maryland are provided by Verizon Online — Maryland LLC. Services in Pennsylvania are provided by Verizon Online Pennsylvania Partnership.

ATTACHMENT A ACCEPTABLE USE POLICY

1. **General Policy:** Verizon reserves the sole discretion to deny or restrict your Service, or immediately to suspend or terminate your Service, if the use of your Service by you or anyone using it, in our sole discretion, violates the Agreement or other Verizon policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the Verizon network by Verizon or other users, or violates the terms of this Acceptable Use Policy ("AUP").

2. **Specific Examples of AUP Violations.** The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section 1, it is a violation of the Agreement and this AUP to: (a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of Verizon or any other entity, or to penetrate the security measures of Verizon or any other person's computer system, or to attempt any of the foregoing; (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming," "flaming" or denial of service attacks; (c) intercept, interfere with or redirect email or other transmissions sent by or to others; (d) introduce viruses, worms, harmful code or Trojan horses on the Internet; (e) post off-topic information on message boards, chat rooms or social networking sites; (f) engage in conduct that is defamatory, fraudulent, obscene or deceptive; (g) violate Verizon's or any third-party's copyright, trademark, proprietary or other intellectual property rights; (h) engage in any conduct harmful to the Verizon network, the Internet generally or other Internet users; (i) generate excessive amounts of email or other Internet traffic; (j) use the Service to violate any rule, policy or guideline of Verizon; (k) use the service in any fashion for the transmission or dissemination of images containing child pornography or in a manner

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that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; (i) use the Service in Cuba, Iran, North Korea, Sudan and Syria or any other E1 country as designated by the Department of Commerce.

3. Usenet Policy and Posting Restrictions. Verizon Usenet may not be accessed via any other network. You may open no more than five simultaneous connections to newsgroups at any one time. We reserve the right in our sole discretion, with or without notice to you, to add or subtract Usenet Newsgroups and to modify or restrict the bandwidth available to download content from our Usenet Newsgroup services, or to suspend or terminate our Usenet Newsgroup services (or portions thereof) at any time, with or without notice.

4. Copyright Infringement/Repeat Infringer Policy. Verizon respects the intellectual property rights of third-parties. Accordingly, you may not store any material or use Verizon's systems or servers in any manner that constitutes an infringement of third-party intellectual property rights, including under U.S. copyright law. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is the policy of Verizon to suspend or terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe third-party intellectual property rights, including repeat infringers of copyrights. In addition, Verizon expressly reserves the right to suspend, terminate or take other interim action regarding the Service of any Subscriber or account holder if Verizon, in its sole judgment, believes that circumstances relating to an infringement of third-party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights Verizon may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the Service in a manner that is not authorized by the copyright owner, its agent or the law, please follow the instructions for contacting Verizon's designated Copyright Agent as set forth in Verizon's Copyright Policy located at <http://www.verizon.com/copy.html>.

5. Verizon may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement and AUP. You acknowledge that Verizon shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service, including but not limited to content that violates the law or this Agreement.

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ATTACHMENT B ADDITIONAL SERVICES TERMS

If you subscribe to any of the following services ("Additional Services"), the terms and conditions below apply to your use of the service(s) in addition to the terms of the Agreement.

1. PERSONAL WEB SPACE ("PWS") AND VERIZON ONLINE BACKUP & STORAGE ("STORAGE SERVICES").

- 1.1 If PWS and/or Storage Services are made available as a feature of the Service, you agree that you are solely responsible for all content you store on or retrieve from such services. Additional terms and conditions applicable to Storage Services are posted on the Web site and are incorporated herein by reference. You understand that we do not provide telephone technical support for PWS or Storage Services. Storage Services may be accessed from any suitable Internet connection.
- 1.2 If you breach this Agreement, we reserve the right immediately to suspend or terminate your Service and/or an Additional Service(s) with or without notice. In such case, you agree that we may immediately delete all data, files and other content stored on your Storage Services, including archived data, without further notice to you. **It is your responsibility to remove or copy any content stored on the Storage Services prior to closure of your account; otherwise, it may be lost.**
- 1.3 Verizon reserves the right to access your PWS or Storage Services account at any time with or without prior notice to you and to disable access to or remove content which in our sole discretion is or reasonably could be deemed unlawful.
- 1.4 Use Requirements for Free Storage Services Accounts ("Free Account"). If you sign up for a Free Account, you must actively use it. To "actively use" your account means to upload, download, backup or restore content to it. In the event you do not use your Free Account for a period of sixty (60) calendar days or more, then Verizon reserves the right to cancel your Free Account. We will provide notice of cancellation by email to your primary verizon.net email address. Use of your Free Account within fourteen (14) calendar days of the date of your cancellation notice will prevent cancellation of your Free Account. **It is your responsibility to remove or copy any content in your Free Account prior to cancellation or termination; otherwise, it will be lost. Verizon may, at its election, also delete archived data.**
- 1.5 Verizon Online Backup & Sharing is provided by DigiData Corporation, which is a third-party beneficiary of this Agreement capable of enforcing its terms independently from Verizon.

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2. EMAIL AND EMAIL MESSAGING SERVICE.

- 2.1 **Email Service.** Use of Verizon email service is subject to Verizon's email and anti-spam policies, which include important information about limitations on use of the email service such as the storage capacity and deletion of stored messages. More information is available on the Web site and these email policies are incorporated herein by reference.
- 2.2 **Email Security.** Verizon reserves the right in our sole discretion to provide the level of security we deem appropriate to safeguard our network and customers, and other Internet users, against Internet threats or abuses, including viruses, spam and phishing threats. These security measures may include, but are not limited to, the use of firewalls and blocklists to block potentially harmful or abusive emails or attachments, anti-spam filters, antivirus and anti-spyware software, and blocking selected ports. **Such activities may result in the blocking, filtering or nondelivery of legitimate and non-legitimate email sent to or from your email account. By using any Verizon-provided email service, you agree that delivery and receipt of email is not guaranteed and to Verizon's use of such Internet and email security measures we in our sole discretion deem appropriate.**
- 2.3 **Email Aliases.** Verizon will issue email aliases (alternate email addresses) based upon availability. You will surrender your alias by changing it or if your account is terminated for any reason and we will not forward emails addressed to that alias. If your Service is reinstated we cannot guarantee your alias will still be available to you.

3. VERIZON INTERNET SECURITY SUITE ("VISS").

- 3.1 VISS is manufactured by Radialpoint SafeCare General Partnership located at 2050 Rue de Bleury, Suite 300 Montreal, Quebec, H3A 2J5. Radialpoint™ is a trademark of Radialpoint SafeCare Inc. (here under, along with Radial SafeCare General Partnership, referred to as Radialpoint). The personal jurisdiction and venue provisions in Section 15.4 shall not apply to any causes of action by or against Radialpoint Inc. under or in relation to this Agreement. Radialpoint Inc. is a third-party beneficiary of this Agreement capable of enforcing its terms independently from Verizon.
- 3.2 You acknowledge and consent that Radialpoint Inc.: (i) may provide non-personally identifiable usage data collected in anonymous and aggregate form ("VISS Data") to its subcontractors in North America, for analysis of the performance of VISS, including the redundancy, reliability and disaster recovery components of the services; and (ii) may use such VISS Data (1) to improve activation flow; and/or (2) as part of trends or reports published by Radialpoint Inc.

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Studio QC:		
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Job #: CCF90003
Client: Verizon
Job Name: 2009 Welcome Kit All Studio
"internet"
Studio Artist: mforonda
Proof #: 9_Release

LH: In Progress
Save Date: 7-30-2009 12:15 PM
Previous User: Gina.Ko
Document Path: Macintosh
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4. **VERIZON GAMES ON DEMAND.** Verizon Games on Demand are manufactured by Exent Technologies, Inc., which is a third-party beneficiary of this Agreement capable of enforcing its terms independently from Verizon.

5. **STARZ PLAY. STARZ PLAY IS PROVIDED BY STARZ ENTERTAINMENT, LLC.**

6. **VERIZON PREMIUM TECHNICAL SUPPORT SERVICE ("PTS").**

6.1 **Service Description and Scope of Support.** PTS is a service intended to address issues outside the scope of Verizon's standard technical support. PTS includes: (a) configuration troubleshooting; (b) evaluation of and attempts to correct software, operating systems and networking issues; (c) virus/spyware support; and (d) software and peripherals support for network, video and sound cards, memory, hard drives, CD/DVD reader/writers, printers, scanners and networking equipment. All PTS services are offered in English only.

6.2 **Limitations of PTS.**

6.2.1 PTS does not support all software, hardware or Internet-related products, applications or features and we reserve the right to defer support issues to your equipment or software vendor. PTS does not include training on hardware or software use.

6.2.2 PTS is not intended to replace the more advanced technical support that may be available from hardware or software manufacturers.

6.2.3 PTS is for incident-specific troubleshooting and problem resolution, and excludes: i) computer programming; ii) software development; iii) warranty repairs or product replacement; iv) support for Windows® 95 and earlier versions of Windows; v) support for Mac operating systems earlier than OSX; vi) problems or issues arising out of any impermissible or unauthorized use or modification of a product; or vii) upgrades of firmware, software, operating systems or applications. Use of PTS does not constitute a license to use the software, applications or equipment being supported, or an upgrade thereto. You are responsible for obtaining any necessary licenses to use your software and applications.

6.2.4 In some cases, we may not be able to diagnose or resolve a problem because of complications with your computer or its configuration. PTS is offered as a "best efforts" service and without warranty except as specifically set forth in this Agreement. We reserve the right to refuse to troubleshoot software not on our list of supported products.

6.2.5 You understand and agree that technical problems may be the result of software or hardware errors not yet resolved by the product manufacturer, and that we may not have the ability to obtain the information necessary to resolve a specific technical problem.

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6.2.6 If you purchased the Thirty (30) Minute Premium Technical Support Service ("30 Minute PTS"), the Service is nonrefundable. 30 Minute PTS has a maximum duration of thirty (30) minutes and must be used within twenty-four (24) hours from the time of purchase and you must be a subscriber to Verizon High Speed Internet or Verizon FiOS Internet Service.

6.3 Your Responsibilities.

6.3.1 In order for us to provide PTS, you must first confirm that you have:
a) full access (including any required licenses) to the hardware and/or software that is the basis of the problem; and (b) completed a backup of any data, software, information or other files stored on your computer disks and/or drives that may be impacted. **Verizon is not responsible for the loss, corruption or alteration of data, software or files that may result from performance of PTS by our technicians.** You also acknowledge and agree that you are the owner or authorized user of any hardware or software about which you are contacting us. PTS is only available to you and those residing at your location; PTS is not transferable.

6.3.2 You agree to cooperate with and follow instructions provided by Verizon and acknowledge that such cooperation by you is essential to our delivery of PTS to you.

6.3.3 You hereby grant Verizon permission to view, access and modify your computer, computer (including registry) settings and any related software or peripheral equipment, including all data, hardware and software components, in order to perform PTS.

6.3.4 You are responsible for any and all restoration and reconstruction of lost or altered files, data or programs, and for ensuring that any information or data disclosed to Verizon is not confidential or proprietary to you or any third party.

6.4 Support Procedures.

6.4.1 Purchase Terms. PTS can be purchased either: (a) for an unlimited number of Incidents for a term beginning on the date you order PTS and continuing for the duration of the plan you selected ("Term Plan"); or (b) on a per-Incident basis (the "Per-Incident Service Plan"). For the Per-Incident Service Plan, Verizon will address a single Incident (as defined in Section 6.4.2 below) which shall include follow-up calls, as reasonable and necessary, regarding the Incident. Once an Incident is resolved (as set forth in Section 6.4.3, below), you may call back and obtain assistance on the same Incident for up to seventy-two (72) hours at no additional charge, after which the Incident will

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Production:		
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be considered closed. Once an Incident has been closed by Verizon, any further calls or requests for assistance will be considered a new Incident and additional fees will apply if you subscribe to our Per-Incident Service Plan. **IF YOU PURCHASE PTS UNDER A TERM PLAN AND YOUR SERVICE IS TERMINATED BY YOU (OR BY US IF YOU BREACH THIS AGREEMENT) BEFORE COMPLETING YOUR TERM, THEN, UPON TERMINATION OF YOUR SERVICE, YOU AGREE TO PAY VERIZON AN EARLY TERMINATION FEE IN THE AMOUNT SET FORTH IN THE PLAN YOU HAVE CHOSEN.**

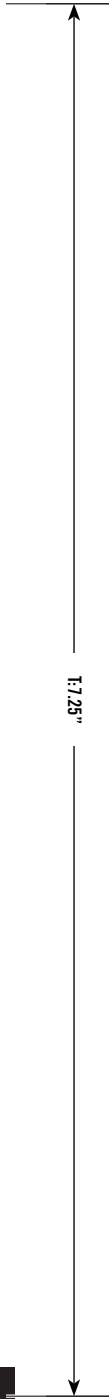
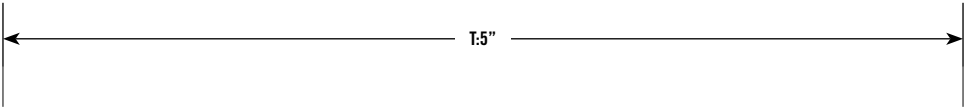
6.4.2 "Incident" means a specific, discrete problem for which Verizon will attempt to isolate its origin to a single cause. Verizon, in its sole discretion, will determine what constitutes an Incident.

6.4.3 An Incident will be considered resolved when you receive one of the following: (a) information or advice that resolves the Incident; (b) information on how to obtain a software solution that will resolve the Incident; (c) notice that the Incident is caused by a known, unresolved issue or an incompatibility issue; (d) information that the Incident can be resolved by upgrading to a newer release of a product; (e) notice that the Incident has been identified as a hardware equipment issue; or if (f) you cannot, or elect not to, pursue the course of action we recommend.

6.4.4 Our advice to you may include steps that you will need to take before the Incident can be resolved, such as buying cables or cords, acquiring software, etc. and we will keep your service request open for future reference when you are ready to resume the process.

6.5 **Third-Party Warranties.** Third-party equipment, software and peripheral products are covered by the warranties provided by the original manufacturer or the seller of the product. Third-party warranties may vary from product to product. It is your responsibility to consult the applicable product documentation for specific warranty information. **In addition, you acknowledge that certain third-party equipment or software warranties may limit or void the remedies that they offer if unauthorized persons perform support service on the equipment or software. It is your responsibility to ensure that any impact that Verizon's delivery of PTS might have on third-party warranties is acceptable to you.**

6.6 **Customer Specific Service.** PTS is only available to you and to persons you authorize. In either case, the terms of this Agreement will apply to the PTS services we perform.



6.7 **LIMITATION OF LIABILITY.** VERIZON'S TOTAL LIABILITY ARISING OUT OF THE PTS SERVICE, OR FROM VERIZON'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, IF ANY, SHALL BE LIMITED, AT VERIZON'S SOLE DISCRETION AND OPTION, (A) TO REPERFORMING THE PTS SERVICE, OR (B) AS SET FORTH IN SECTION 12 OF THE AGREEMENT; EXCEPT THAT, IN THE CASE OF PER-INCIDENT SERVICE PLANS, YOUR REMEDIES WILL BE LIMITED TO A REFUND OF THE CHARGES AND FEES PAID FOR THE PTS SERVICE GIVING RISE TO THE CLAIM, IF ANY. THE REMEDIES FOR A FAILURE OR BREACH OF SUCH LIMITED WARRANTY ARE EXCLUSIVE.

V-9.4 Effective July 26, 2009



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2009 Welcome Kit All Studio
Triple Play Version/Back page

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	Art Director:		
	Copy Writer:		
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